

City of Lubbock, Texas
Regular City Council Meeting
November 16, 2021

Daniel M. Pope, Mayor
Steve Massengale, Mayor Pro Tem, District 4
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Randy Christian, Councilman, District 5
Latrell Joy, Councilwoman, District 6



W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at (806)775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

9:00 a.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
 1. 1. Presentation by legal counsel of draft illustrative plan redistricting the City Councilmember Districts based on recently issued 2020 Census data
 1. 2. The City Council will hear Citizen Comments on redistricting. Per Resolution No. 2021-R0410, any proposed redistricting plans and citizen comments must be submitted in writing and be legible, even if the person also makes the comments orally during the Citizen Comment period. Redistricting plans can be submitted to either ocs@mylubbock.us or by the conclusion of the Citizen Comment period. The Citizen Comment form can be found here: mylubbock.us/redistricting2021.
 1. 3. Discussion by the City Council of the draft redistricting plan and amendments, if necessary, to develop a redistricting plan for future adoption

At the completion of Item 1.3., the City Council recesses until 3:00 p.m.

3:00 p.m. - City Council reconvenes in Work Session in City Council Chambers.

1. 4. Fiscal Year End Finance Update and Report

At the completion of the Work Session, City Council recesses into Executive Session

2. Executive Session

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
 2. 1. 1. Redistricting for the City
 2. 1. 2. Texas Department of Transportation (TxDOT) Turnover Program
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 2. 2. 1. Texas Department of Transportation (TxDOT) Turnover Program
 2. 2. 2. Loop 88 Land Acquisition
 2. 2. 3. Lake 7
2. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Community Development & Services Board, Urban Design/Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, Water Board of Appeals and the Zoning Board of Adjustment.

Adjourn from Executive Session

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers

3. Ceremonial Items

3. 1. Invocation
3. 2. Pledges of Allegiance
3. 3. Proclamations and Presentations
 3. 3. 1. Presentation of a Special Recognition in Support of Home Health and Hospice Month

3. 4. **Board Recognitions:**

Airport Board

Eddie Harris

Building Board of Appeals

Alex Cardenas

Citizens Traffic Commission

Leslie Landeros

Model Codes & Construction Advisory Board

Robert Bichard

Mark Branscome

Robbie Moon

Planning & Zoning Commission

Brandon Hardaway

Urban Design/Historic Preservation Commission

Deborah Bigness

Water Board of Appeals

Dennis Carrizales

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on November 16, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

5. **Minutes**

5. 1. September 21, 2021 Special City Council Meeting - Transportation Policy Committee
September 22, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
October 26, 2021 Regular City Council Meeting

6. **Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

6. 1. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-00153, abandoning and closing a 2-foot Underground Street Light Cable Easement located along the east side of Lot 328, Hatton Place Addition, Lubbock County, Texas, at 3721 116th Street.

6. 2. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of an alley right-of-way located in Section 1, Block AK, Lubbock County, Texas.
6. 3. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a General Warranty Deed from Day Estates, LTD, in connection with the acceptance by the City of Lubbock of certain real property known as Tract D, Day Estates Addition, Lubbock County, Texas for purposes related to a Storm Water Detention Basin.
6. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept on behalf of the City of Lubbock, three Street and Public Use Dedication Deeds out of Sections 26 and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.
6. 5. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Advanced Funding Agreement Contract 15496, with the Texas Department of Transportation, for reimbursement of construction related expenses for widening 114th Street, from Quaker Avenue to Indiana Avenue.
6. 6. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 16180, with HDR Engineering, Inc., for design services associated with the Erskine Street Improvements Project.
6. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15923, with Rink's Lease Service, Inc., for construction services for the Upland Avenue Water Line Relocation.
6. 8. **Resolution - Business Development:** Consider a resolution authorizing an East-Side Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Lee's PDR, LLC, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Alliance.
6. 9. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to BASF Corporation, Inc., pursuant to Section 501.073 of the Texas Local Government Code.
6. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25300004, with Oshkosh Airport Products, LLC, for the Aircraft Rescue and Fire Fighting Vehicle at Lubbock Preston Smith International Airport.
6. 11. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 16053, with The Wilson Group, Inc., for glass replacement at Lubbock Preston Smith International Airport.
6. 12. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Contract 12643, with Environmental Systems Research Institute, Inc. (Esri), in the amount of \$1,235,000, for Geographic Information Systems (GIS) software and services.

6. 13. **Resolutions - Fleet Services:** Consider two resolutions authorizing the Mayor to execute Contract 16246 with Phares Auto Glass, Inc. dba Auto Glass Co., and Contract 16166 with B-King Ventures, LLC dba Clear-Vu Auto Glass, for windshield and window replacement services for City of Lubbock vehicles and equipment.
6. 14. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31062734, in accordance with Sourcewell Contract 052417, with Romco Equipment Company, for the purchase of an M30 Concrete Truck, for the Water Department.
6. 15. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31062840, with Deere & Company, in accordance with Sourcewell Contract 031121-DAC, for the purchase of a John Deere 9009A TerrainCut Rough Mower, for the Park Maintenance Department.
6. 16. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31062880, in accordance with Sourcewell Contract 122017-EXP, with Madvac, Inc., for the purchase of 4 LP61-G Portable Litter Vacuums, for the Parks Maintenance Department.
6. 17. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an acceptance of the FY2021 Edward Byrne Memorial Justice Grant Program, by and between the City of Lubbock and the United States Department of Justice, and the Office of the Attorney General.
6. 18. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award, under the FY2021 Edward Byrne Memorial Justice Grant Program, to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00155, for Zone Case 1624-A, a request of OJD Engineering, LLC for SDIRA Wealth, for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A), at: 2405 North Avenue N, located north of Wabash Street and east of North Avenue P, on 15.164 acres of unplatted land out of Block A, Section 78.
7. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00164, for Zone Case 1927-C, a request of Darcey Achin for Godbold Multi Arts, Inc., for a zone change from Local Retail District (C-2) Specific Use to Commercial District (C-4) Specific Use for an Event Center, at 2601 19th Street, located south of 19th Street and west of University Avenue, Ellwood Place Addition, Block 7, Lot 1 and the East 26.5 feet of Lot 2.

7. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00156, for Zone Case 2538-W, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), generally located south of 4th Street and east of Upland Avenue, on 73.45 acres of unplatted land out of Block JS, Section 10.
7. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00157, for Zone Case 2538-Y, a request of Betenbough Homes, for a zone change from Transition (T) and Single-Family District (R-1) to Two-Family District (R-2), at 7311 34th Street, located south of 34th Street and west of Upland Avenue, on 34.294 acres of unplatted land out of Block AK, Section 39.
7. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00158, for Zone Case 2573-S, a request of AMD Engineering, LLC for North Park Development, Inc., for a zone change from Interstate Highway Commercial District (IHC) and General Retail District (C-3) to High-Density Apartment District (A-2) at 316 and 401 North Winston Avenue, located west of Winston Avenue and north of Auburn Street, on 15.65 acres of unplatted land out of Block A, Section 22.
7. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00159, for Zone Case 2895-Q, a request of Betenbough Homes, for a Specific Use for an Event Center, on property zoned General Retail District (C-3), at 6305 82nd Street and 6303 82nd Street, Suite B, located south of 82nd Street and east of Milwaukee Avenue, Betenbough II Addition, Tracts A and B1 and Betenbough Garden Office Addition, Tract A.
7. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00160, for Zone Case 2918-B, a request of Seventeen Services, Inc. for Keith McNeese, for a zone change from Garden Office District (GO) to Apartment-Medical District (AM) at 10701 Upland Avenue, located east of Upland Avenue and north of 109th Street, Devonshire Estates Addition, Tract A.
7. 8. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00161, for Zone Case 2952-D, a request of SPSM, LTD, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 601 North Slide Road, located north of Erskine Street and west of Slide Road, North Pointe Addition, Tract C.
7. 9. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00162, for Zone Case 3031-B, a request of SK Architecture Group for Nesloney Homes, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 8309 Upland Avenue, located east of Upland Avenue and south of 82nd Street, Westwood Addition, Lot 4.
7. 10. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00163, for Zone Case 3291-A, a request of OJD Engineering, LLC for John C. Owens, for a zone change from Local Retail District (C-2) to Family Apartment District (A-1) at 1901 82nd Street, located east of Avenue U and south of 82nd Street, on 3.82 acres of unplatted land out of Block E, Section 9.

7. 11. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-00154, for Zone Case 3432-A, a request of Dwain Lane for Carolyn Lane Musgrave, for a Specific Use for an Event Center, on property zoned Commercial District (C-4) and Local Retail District (C-2) at 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5 and 6.

7. 12. **Resolution - Business Development:** Consider a resolution approving the method of assessment classification for the Willow Bend Villas Public Improvement District, and calling for a public hearing on December 7, 2021.



Regular City Council Meeting
11/16/2021:

2.3.

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Community Development & Services Board, Urban Design/Historic Preservation Commission, Urban Renewal/Neighborhood Redevelopment Commission, Water Board of Appeals and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Information

Agenda Item

Board Recognitions:

Airport Board

Eddie Harris

Building Board of Appeals

Alex Cardenas

Citizens Traffic Commission

Leslie Landeros

Model Codes & Construction Advisory Board

Robert Bichard

Mark Branscome

Robbie Moon

Planning & Zoning Commission

Brandon Hardaway

Urban Design/Historic Preservation Commission

Deborah Bigness

Water Board of Appeals

Dennis Carrizales

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting
11/16/2021:

5. 1.

Information

Agenda Item

September 21, 2021 Special City Council Meeting - Transportation Policy Committee
September 22, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
October 26, 2021 Regular City Council Meeting

Item Summary

September 21, 2021 Special City Council Meeting - Transportation Policy Committee
September 22, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
October 26, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

9.21.2021 S LMPO
9.22.2021 S LEDA
10.26.2021

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 21, 2021
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 21st of September, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 8:30 a.m.

8:36 A.M. CITY COUNCIL CONVENED

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Jeff Griffith; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza

Absent: Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy; City Attorney Chad Weaver

This was a meeting of the Lubbock Metropolitan Planning Organization's Transportation Policy Committee. A quorum of Council Members attended and participated in discussions during the meeting in which the Committee considered the following topics as shown below. Members of the Committee, in attendance, were: Chair Curtis Parrish, Shelia Patterson Harris, Jeff Griffith, Chad Seay, Chris Mandrell, Daniel M. Pope, Jarrett Atkinson, and Steve Warren.

Note: City Council addressed agenda items in the following order:
• 1.1-1.8.8

1. REGULAR SESSION

1. 1. Safety Procedures

The Committee Chair, Judge Curtis Parrish, mentioned the safety procedures.

1. 2. Public Comment Period/Acknowledgment of Guests of the Transportation Policy Committee.

No one appeared to speak during the public comment period.

Chair Curtis Parrish welcomed guests, in attendance, representing Ports to Plains, the City of Lubbock, Lubbock County, and TxDOT.

1. 3. The Committee will approve the minutes from the Transportation Policy Committee meeting of July 20, 2021.

Motion by Jarrett Atkinson, seconded by Jeff Griffith, to approve the minutes from the Transportation Policy Committee meeting of July 20, 2021.

Vote: 8-0 Motion carried by the Committee

1. 4. The Committee will conduct an opportunity for the public to comment regarding Amendment No. 1 to the FY 2021-2024 Transportation Improvement Program (TIP) and Amendment No. 9 to the 2012-2040 Metropolitan Transportation Plan (MTP) regarding roadway and transit projects.

David Jones, executive director of the Lubbock Metropolitan Planning Organization; and Tammy Walker, transportation planning tech with the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Chair Curtis Parrish opened the public comment period at 8:41 a.m.

No one appeared to speak on this item.

Chair Curtis Parrish closed the public comment period at 8:43 a.m.

1. 5. Discuss and the Committee will take appropriate action concerning Resolution 2021-17 regarding Amendment No.1 to the 2021-2024 Transportation Improvement Program (TIP) and Amendment No. 9 to the 2012-2040 Metropolitan Transportation Plan.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by Steve Warren, seconded by Chad Seay, to approve Resolution 2021-17.

Vote: 8-0 Motion carried by the Committee

1. 6. Discuss and the Committee will take appropriate action regarding Resolution 2021-16 approving an updated 10-year Plan (2022-2031).

David Jones, executive director of the Lubbock Metropolitan Planning Organization; and Kylan Francis, director of planning and development with TxDOT Lubbock, gave comments and answered questions from the Committee.

Motion by Daniel M. Pope, seconded by Jeff Griffith, to approve Resolution 2021-16.

Vote: 8-0 Motion carried by the Committee

1. 7. Discuss the allocation of additional funding from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA). **FOR INFORMATION ONLY - NO ACTION WILL BE TAKEN.**

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 8. Reports

1. 8. 1. TxDOT Aviation sponsors Airport Workshop.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 8. 2. Federal Railroad Administration announces funding opportunity.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 8. 3. Present the 2022 Unified Transportation Program (UTP).

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 8. 4. Present TxDOT's Annual Long Range Revenue Forecast (2021-2045).

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

1. 8. 5. TxDOT Call for Nominees for the Urban Air Mobility Subcommittee.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee. Chair Curtis Parrish nominated Jeff Griffith to represent West Texas on the Urban Air Mobility Subcommittee.

1. 8. 6. State Demographic Center presentation.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, announced that Dr. Lloyd Potter with the State Data Center will be present at the October meeting and will present on local and regional demographics.

1. 8. 7. New Chairperson for the Transportation Advisory Committee (TAC).

David Jones, executive director of the Lubbock Metropolitan Planning Organization, introduced Michael Mangum, chief financial officer for Citibus, as the new chair of the Transportation Advisory Committee.

1. 8. 8. Monthly Financial Report.

David Jones, executive director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

9:07 A.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, the meeting was adjourned.

The September 21, 2021 Special City Council Meeting minutes were approved by the City Council on the 16th day of November, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 22, 2021
8:30 A.M.**

The City Council of the City of Lubbock, Texas met in special session on the 22nd of September, 2021, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas at 8:30 a.m.

8:36 A.M. CITY COUNCIL CONVENED

Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; Deputy City Secretary Courtney Paz; Assistant City Attorney Kelli Leisure

Absent: Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Jeff Griffith

This was a meeting of the Lubbock Economic Development Alliance (LEDA) Board of Directors. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below:

Note: The Lubbock Economic Development Alliance, Inc. (LEDA) Board of Directors addressed agenda items in the following order:

- *1.1; Executive Session*
- *No quorum, of the City Council, was present for all other items.*

1. MINUTES

- 1. 1.** The Board will approve the Minutes of the LEDA Board of Directors Meeting of August 25, 2021.

Motion by Brett Cate, seconded by John Opperman, to approve the minutes of the LEDA Board of Directors Meeting of August 25, 2021.

Vote: 8-0 Motion carried by the Board

Other: Matt Bumstead (ABSENT)

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:37 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:48 a.m. and adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports, quarterly reports of Kenny McKay, Director of Business Retention, Carolyn Rowley of Director of Business Recruitment & Innovation, and reports related to financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, Rusty Smith, Andrew Sorrells, Chris Rankin, Mayor Dan Pope, Mr. Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.
2. 2. Hold an executive session in accordance with Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease or value of real property.
2. 3. Hold an executive session in accordance with Texas Government Code Section 551.071 to discuss legal matters.
2. 4. Hold an executive session in accordance with Texas Government Code Section 551.074 to deliberate the appointment, employment, goals, compensation, evaluation, reassignment of duties, discipline or dismissal of employee(s) or to hear a complaint or charge against an employee(s).
3. **REGULAR SESSION**
 3. 1. The Board will consider a resolution to approve the August 2021 LEDA Financial Report.
***This item was deleted.**
 3. 2. Presentation of project update and monthly activity reports for Workforce Development.
***This item was deleted.**
 3. 3. Presentation of project update and monthly reports of Marketing and Communication activities.
***This item was deleted.**
 3. 4. The Board will consider action, if needed, including the adoption of resolutions, to offer financial and other incentives to business prospects or other matters considered in Executive Session and ratification of performance agreements that have been approved by the Board.
***This item was deleted.**
 3. 4. 1. The Board will consider a resolution to approve a Performance Agreement for Project Basil.
***This item was deleted.**

3. 4. 2. The Board will consider a resolution to approve a Performance Agreement and a Purchase and Sale Agreement for BASF.

***This item was deleted.**

3. 5. The Board will consider a resolution regarding the Fiscal Year 2020-21 Incentive Goals Plan for the employees of Lubbock Economic Development Alliance.

***This item was deleted.**

3. 6. Discussion and the Board will consider action, if needed, on matters relating to the Lubbock Business Park, Lubbock Rail Port and active projects, including but not limited to plans for current and possible future uses of the land, zoning, platting, mapping, marketing, services and utilities to and from the properties, and any other matters related to the possible uses of the land. This discussion and possible action on matters involving the properties may include but not be limited to the following items:

***This item was deleted.**

3. 6. 1. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 6. 2. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 6. 3. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 6. 4. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 6. 5. Discussion and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 6. 6. Discussion and the Board will consider action, if needed, on proposed future development of the properties with construction and engineering projects and related contracts, regarding projects and the development at LEDA properties.

***This item was deleted.**

3. 7. Architectural Review Committee Report

***This item was deleted.**

3. 8. CEO Report

***This item was deleted.**

3. 8. 1. Review LEDA Dashboard

***This item was deleted.**

3. 8. 2. Employment Data Update

***This item was deleted.**

3. 9. Chairman's Report

***This item was deleted.**

9:48 A.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, the meeting was adjourned.

The September 22, 2021 Special City Council Meeting minutes were approved by the City Council on the 16th day of November, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 26, 2021
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of October, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:08 P.M. CITY COUNCIL CONVENED

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Randy Christian

Note: City Council addressed agenda items in the following order:

- *Citizen Comments 1; 2.1; Executive Session; 4.1-4.3.1; Citizen Comments 5; 6.1; 7.1-7.26; 8.1-8.8.*

- 1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Item 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on October 26, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

No one appeared to speak.

2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

2. 1. COVID Grant Summary - Public Health Services, Community Development, Airport, Citibus

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Karen Murfee, director of community development; Katherine Wells, director of public health; Kelly Campbell, executive director of aviation; and Chris Mandrell, general manager of Citibus, gave a presentation and answered questions from City Council on COVID grant funds as they relate to Community Development, Public Health Services, the Lubbock Preston Smith International Airport, and Citibus. Topics discussed included: the Coronavirus Relief Fund (CRF); various assistance programs administered by state and federal agencies

related to Community Development; funds allocated for public health crisis response, the infectious disease control unit, vaccination capacity, public health workforce, and health equity; and assistance received by the Lubbock Preston Smith International Airport and Citibus through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSA), and the American Rescue Plan Act (ARPA).

At the completion of the Work Session, City Council recessed into Executive Session.

3. Executive Session

The meeting recessed at 2:08 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:56 p.m., and the meeting was called to order at 5:03 p.m.

3. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
 3. 1. 1. Texas Department of Transportation (TxDOT) Turnover Program
 3. 1. 2. Waivers for Utility Infrastructure Requirements (when platting land)
 3. 1. 3. Connection Requirements to Water and Wastewater Infrastructure
 3. 1. 4. Lot 305-A, Midway Park Addition
 3. 1. 5. Lease Agreement No. GS-07P-LTX00024 between the City of Lubbock and the United States of America
 3. 1. 6. *Planned Parenthood of Greater Texas Surgical Health Services, et al v. City of Lubbock, Texas*, Case No.5:21-cv-114 in the United States District Court for the Northern District of Texas, Lubbock Division
3. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 3. 2. 1. Texas Department of Transportation (TxDOT) Turnover Program
 3. 2. 2. Lot 305-A, Midway Park Addition
 3. 2. 3. Lease Agreement No. GS-07P-LTX00024 between the City of Lubbock and the United States of America

- 3.3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lubbock Central Appraisal District Board of Directors.

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 4:56 p.m.

4. Ceremonial Items

4.1. Invocation

Minister Jim Brewer, South Plains Church of Christ, led the invocation.

4.2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Steve Massengale.

4.3. Proclamations and Presentations

4.3. 1. Presentation of a Special Recognition in support of Chiropractic Health Awareness Month

Mayor Pro Tem Steve Massengale presented a Special Recognition in support of Chiropractic Health Awareness Month. A representative of the Lubbock chiropractic community gave comments on behalf of the American Chiropractic Association and the Texas Chiropractic Association, and thanked the City Council and the Lubbock community for their support of Chiropractic Health Awareness Month.

Call to Order

The meeting was called to order at 5:03 p.m.

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on October 26, 2021. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

Sign ups:

- George Hardberger appeared before City Council to speak in favor of item 8.6 (public hearing regarding the proposed creation of the City of Lubbock Property Assessed Clean

Energy Program).

6. Minutes

- 6. 1.** August 17, 2021 Special City Council Meeting - Electric Utility Board
September 28, 2021 Regular City Council Meeting
September 29, 2021 Special City Council Meeting - Parks Master Plan Open House
September 30, 2021 Special City Council Meeting - TML Region 3 Regional Meeting

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve the August 17, 2021 Special City Council Meeting - Electric Utility Board minutes; the September 28, 2021 Regular City Council Meeting minutes; the September 29, 2021 Special City Council Meeting - Parks Master Plan Open House minutes; and the September 30, 2021 Special City Council Meeting - TML Region 3 Regional Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

- 7. Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy to approve items 7.1-7.26.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

- 7. 1. Resolution - Finance:** Resolution No. 2021-R0414 expressing intent to finance expenditures to be incurred for various capital projects and equipment, which were approved by the City Council in the FY 2021-22 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds, to pay costs of such projects and equipment.
- 7. 2. Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2021-O0148, Amendment 2, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the FY 2021 Federal Transit Administration Section 5310 Coronavirus Response and Relief Supplemental Appropriation Act Grant and Airport Capital Fund, to appropriate additional funding for Capital Improvement Project 92717, replace Aircraft Rescue Fire Fighting (ARFF) Vehicle; providing for filing; and providing for a savings clause.

7. 2. 1. **Resolution - Public Transit Services:** Resolution No. 2021-R0415 authorizing the acts of the City Financial Officer, in ratifying FY 2021 Federal Transit Administration Section 5310 Coronavirus Response and Relief Supplemental Appropriations Act Grant, Project ID TX-2021-106-00, for the mobility of elderly individuals and individuals with disabilities.
7. 3. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2021-O0149, abandoning and closing an easement, located in Lot 22A, Tanglewood Addition, Lubbock County, Texas, at 4601 23rd Street.
7. 4. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2021-O0150, abandoning and closing a 20-foot alley right-of-way, located in Block 7, Original Town of Lubbock, Lubbock County Texas, at 5th Street and Avenue J.
7. 5. **Resolution - Right-of-Way:** Resolution No. 2021-R0416 authorizing the Mayor to execute a Parking Lease Agreement between the City of Lubbock and Cast Iron Grill, for the use of a City-owned parking lot at 1801 Crickets Avenue.
7. 6. **Resolution - Planning:** Resolution No. 2021-R0417 authorizing the Mayor to execute a Dedicatory Deed, associated Easements, and all related documents, in connection with property described as Tract A, Milwaukee EST Addition, Lubbock County, Texas, located south of 104th Street and west of Milwaukee Avenue.
7. 7. **Resolution - Engineering:** Resolution No. 2021-R0418 ratifying the actions of the Mayor, in executing Contract 16224, an agreement and related documents, with the Texas Water Development Board (TWBD), for a grant utilizing TWBD Category 1 Flood Infrastructure Funds (FIF) associated with the project Flood Protection Planning of Watersheds.
7. 8. **Resolution - Engineering:** Resolution No. 2021-R0419 authorizing the Mayor to execute Construction Service Contract 15944, with Garney Companies, Inc., for improvements at Pump Station No. 4, including pumps, motors, and starters.
7. 9. **Resolution - Public Works:** Resolution No. 2021-R0420 authorizing the Mayor to execute Change Order No. 1 to Contract 15875, with MH Civil Constructors, Inc., for the construction of the brick paving project at the intersection of 13th Street and Texas Avenue.
7. 10. **Resolution - Public Works:** Resolution No. 2021-R0421 authorizing the Mayor to execute an Advanced Funding Agreement, Contract 16170, between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the Pedestrian and Bicyclist Connectivity Project inside Loop 289, at various locations.
7. 11. **Resolution - Water Utilities:** Resolution No. 2021-R0422 authorizing the Mayor to execute the Third Amendment to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water Distr.

7. 12. **Resolution - Public Works Streets:** Resolution No. 2021-R0423 authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement, Contract 15344, with Infrastructure Management Services, for an extension of time.
7. 13. **Resolutions - Public Works Streets:** Resolution No.'s 2021-R0424 and 2021-R0425 authorizing the Mayor to execute Contract 16197, with MUDco Ready Mix, LLC, and Contract 16093, with West Infrastructure Construction, LLC, to establish the annual pricing of concrete products.
7. 14. **Ordinance 1st Reading - Traffic Management:** Ordinance No. 2021-O0151, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to school zones.
7. 15. **Resolution - Business Development:** Resolution No. 2021-R0426 approving the Upland Crossing Public Improvement District (PID) Board Bylaws, as reviewed and recommended by the Upland Crossing PID Advisory Board.
7. 16. **Resolution - Community Development:** Resolution No. 2021-R0427 authorizing the Mayor to execute Contract 16151, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development, for the Community Development Block Grant.
7. 17. **Resolution - Community Development:** Resolution No. 2021-R0428 authorizing the Mayor to execute Contract 16152, and all related documents, between the City of Lubbock Community Development Department and the U.S. Department of Housing and Urban Development, for the Emergency Solutions Grant.
7. 18. **Resolution - Community Development:** Resolution No. 2021-R0429 authorizing the Mayor to execute Contract 16153, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development, for the Community Housing Development Organization.
7. 19. **Resolution - Aviation:** Resolution No. 2021-R0430 authorizing the Mayor to execute Amendment No. 6 to Contract 15200, with RS&H, Inc., for the Security Systems Upgrade at Lubbock Preston Smith International Airport.
7. 20. **Resolution - Public Transit Services:** Resolution No. 2021-R0431 authorizing the Mayor to execute Contract 15860, with Southern Tire Mart, LLC, for the supply of tires for Citibus paratransit vans and staff support vehicles.
7. 21. **Resolution - Health Benefits:** Resolution No. 2021-R0432 authorizing the Mayor to execute the renewal of Contract 14820, by and between the City of Lubbock and Dearborn National Life Insurance, to enhance services by adding the SelerixBenSelect benefits administration system.
7. 22. **Resolution - Facilities Management:** Resolution No. 2021-R0433 authorizing the Mayor to execute Contract 16057 with BFD Interiors, dba Built for Dreams, for purchase and installation of furniture for the newly constructed Lubbock Power and Light GIS addition.

7. 23. **Resolution - Fleet Services:** Resolution No. 2021-R0434 authorizing the Mayor to execute Purchase Order 31062145, with C&C Manufacturing, LLC, for the purchase of a new 2022 Aljon Landfill Compactor, for Solid Waste Landfill.
7. 24. **Resolution - Parks and Recreation:** Resolution No. 2021-R0435 authorizing the Mayor to execute Amendment No. 5 to the Lease Agreement, with Joyland Amusement Park, to extend the term until December 31, 2021.
7. 25. **Resolution - Civic Center:** Resolution No. 2021-R0436 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors, for the 2021 Live Music Performance Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2019-20.
7. 26. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0437 ratifying the Second Amendment to the Master Sales Agreement, by and between the City of Lubbock acting by and through its Electric Utility Board and City Council, and Itron, Inc., regarding the installation, maintenance, and support services relating to automatic meters and metering.

8. **Regular Agenda**

8. 1. **Board Appointments - City Secretary:** Resolution No. 2021-R0438 authorizing the City Council to cast votes for candidates to the Lubbock Central Appraisal District Board of Directors.

Rebecca Garza, city secretary, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0438 with 218 votes for Sonny Garza; 218 votes for Brady Goen; 218 votes for Greg Jones; 218 votes for Bobby McQueen; and 217 votes for Noe Reynolds.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

8. 2. **Board Appointments - City Secretary:** Consider appointments to the Airport Board.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis to reappoint Howard G. Thrash and David Zwiacher; and appoint Eddie Harris to replace Grady Terrill.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

- 8. 3. Public Hearing - Business Development:** Ordinance No. 2021-O0152, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Northwest Passage PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council. Mont McClendon, with McDougal Properties, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:15 p.m.

Mont McClendon, with McDougal Properties, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:16 p.m.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0152.

Vote: 5 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

Council Member Shelia Patterson Harris (AWAY)

- 8. 4. Public Hearing - Business Development:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District for Willow Bend Villas, which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street on the north, Kelsey Avenue on the east, and railroad tracks on the south and west.

Public Hearing only

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Mayor Daniel M. Pope, read into the record, the following statement: "City Council will hold a public hearing to consider the creation of the Willow Bend Villas Public Improvement District. This public hearing is required by the Texas Local Government Code."

Mayor Pope opened the public hearing at 5:23 p.m.

Ronnie Wallace, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:26 p.m.

- 8. 5. Resolution - Business Development:** Resolution No. 2021-R0439 making findings and authorizing establishment of the Willow Bend Villas Public Improvement District (PID), which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 19th Street on the north, Kelsey Avenue on the east, and railroad tracks on the south and west.

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0439.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

- 8. 6. Public Hearing - Business Development:** Hold a public hearing regarding the proposed creation of the City of Lubbock Property Assessed Clean Energy Program (Lubbock City PACE).

Public Hearing only

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Mayor Daniel M. Pope, read into the record, the following statement: "The Texas Local Government Code requires a public hearing for the City Council to consider the creation of a Property Assessed Clean Energy (PACE) program, at this time I will open the public hearing in regard to the creation of the Lubbock PACE program."

Mayor Pope opened the public hearing at 5:32 p.m.

Josh Allen and Chris Harrington appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:36 p.m.

- 8. 7. Resolution - Business Development:** Resolution No. 2021-R0440 to establish the City of Lubbock Property Assessed Clean Energy Program (Lubbock City PACE).

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to approve Resolution No. 2021-R0440.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

- 8. 8. Resolution - Business Development:** Resolution No. 2021-R0441 authorizing the Mayor to execute Contract 16202, with Texas Property Assessed Clean Energy Authority (Texas PACE Authority), for administrative services for the City of Lubbock Property Assessed Clean Energy Program (Lubbock City PACE).

Brianna Gerardi, business development director, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0441.

Vote: 6 - 0 Motion carried

Other: Council Member Randy Christian (ABSENT)

5:40 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pope adjourned the meeting.

The October 26, 2021 Regular City Council Meeting minutes were approved by the City Council on the 16th day of November, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0153, abandoning and closing a 2-foot Underground Street Light Cable Easement located along the east side of Lot 328, Hatton Place Addition, Lubbock County, Texas, at 3721 116th Street.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close a 2-foot Underground Street Light Cable Easement, located along the east side of Lot 328 Hatton Place Addition.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance Abandon and Close a 2-foot Underground Street Light Cable Easement-Lot 328 Hatton Place
Exhibit A - Closure of a 2-foot USLCE - Lot 328 Hatton Place
Map - Abandon and Close a 2 foot USLCE - Lot 328 Hatton Place

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TWO-FOOT UNDERGROUND STREET LIGHT CABLE EASEMENT LOCATED IN LOT 328, HATTON PLACE ADDITION, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED AS COUNTY CLERK'S FILE NUMBER 2021026076 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibit "A."

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 3. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2021.

Passed by the City Council on second reading this ___ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

~~~~ FOR MIKE KEENUM
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



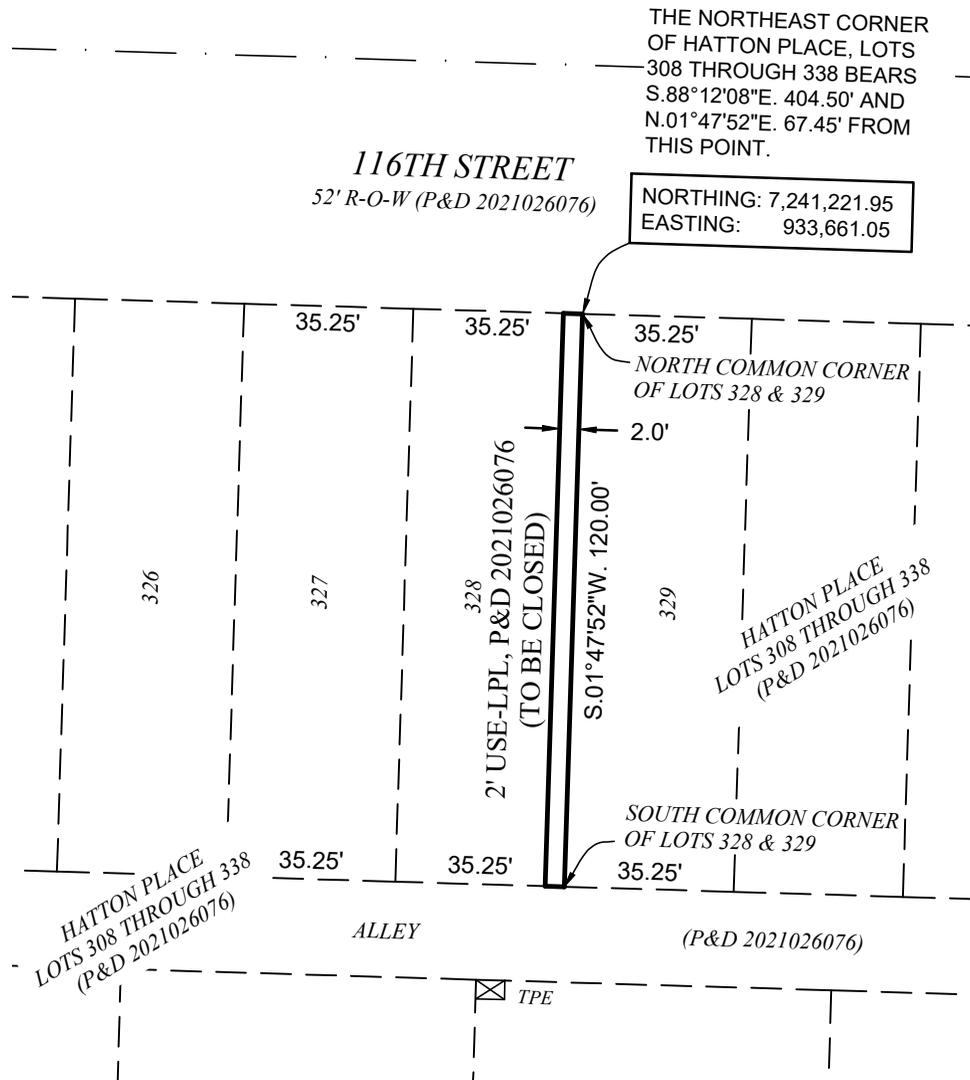
Ryan Brooke, Assistant City Attorney

Ord.A&C-2-Foot Underground Street Light Cable Easement-Lot 328, Hatton Place
10.11.21

**CLOSURE & VACATION OF AN
UNDERGROUND STREET LIGHT CABLE EASEMENT
LOCATED IN THE EAST 2.00' OF LOT 328,
HATTON PLACE,
LOTS 308 THROUGH 338,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

EXHIBIT A

(ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED RECORDED IN
COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2021026076 OF
THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



DESCRIPTION:

A CLOSURE AND VACATION OF AN UNDERGROUND STREET LIGHT CABLE EASEMENT, 2.00 FEET IN WIDTH AND PREVIOUSLY GRANTED TO LUBBOCK, POWER AND LIGHT, BEING THE EAST 2.00 FEET OF LOT 328, SAID LOT 328 PREVIOUSLY DEDICATED WITH THE PLAT OF HATTON PLACE, LOTS 308 THROUGH 338, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 202026076 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS.

NOTE: WIDTH OF 2' UNDERGROUND STREET LIGHT CABLE EASEMENT IS EXAGGERATED FOR CLARITY.

LEGEND:
SCALE: 1" = 40'



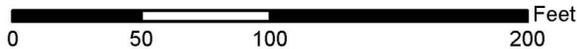
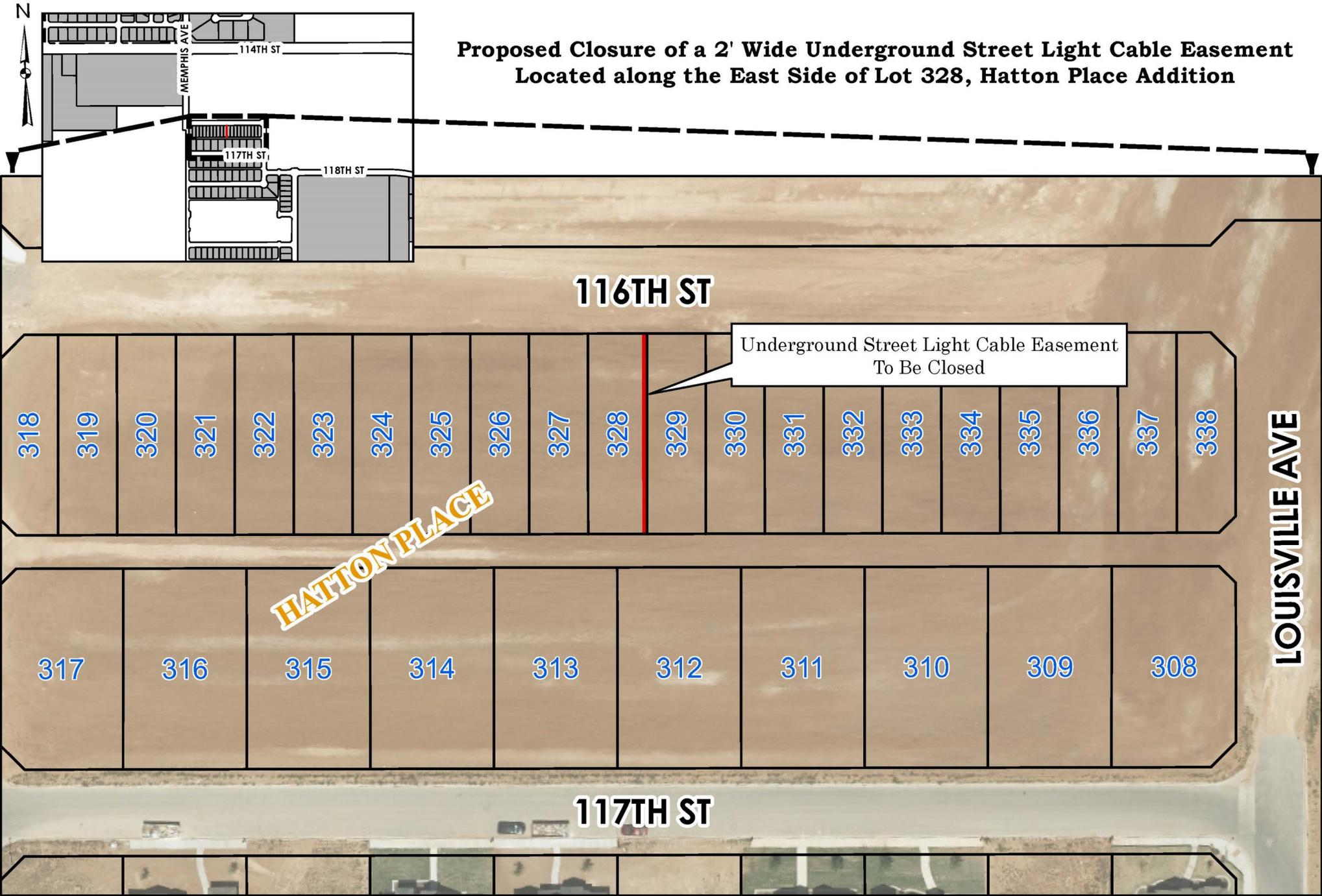
HEAVY LINES INDICATE LIMITS OF SURVEY.
CCFN = COUNTY CLERK'S FILE NUMBER.
P&D = PLAT & DEDICATION NUMBER.
DRE = DRAINAGE EASEMENT.
LPL = LUBBOCK POWER & LIGHT.
R-O-W = RIGHT OF WAY.
SDD = STREET DEED DEDICATION.
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
TPE = 4'x6' (MINIMUM) TRANSFORMER PAD EASEMENT (GRANTED TO SPEC), AS INDICATED BY SYMBOL .
USE = UNDERGROUND STREET LIGHT CABLE EASEMENT (GRANTED TO LPL).
BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE OF -01°51'00.60" AND A COMBINED SCALE FACTOR OF 0.99975037.
COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.
ALL CORNERS MONUMENTED TEMPORARILY WITH A 2" X 2" HUB OR PERMANENTLY WITH A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING", UNLESS OTHERWISE SPECIFIED.

PREPARED: SEPTEMBER 16, 2021
PREPARED FROM THE RECORDED PLAT AND PREVIOUS SURVEYS IN THIS AREA.



	CIVIL ENGINEERING LAND SURVEYING
AMD Engineering, LLC 6515 68th Street, Suite 300 Lubbock, TX 79424	Phone: 806-771-5976 Fax: 806-771-7625 TBPELS Reg. # 10178500
Accuracy - Efficiency - Integrity	

Proposed Closure of a 2' Wide Underground Street Light Cable Easement Located along the East Side of Lot 328, Hatton Place Addition



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Digital Orthophotography - April 2020



Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of an alley right-of-way located in Section 1, Block AK, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of a 20-foot alley located in Section 1, Block AK, (CCFN #2020008834). The alley right-of-way, upon closure, will be made part of future Fire Station #20 at Geneva Avenue and 141st Street. An underground utility easement will remain in its place for the infrastructure that has already been constructed. This is the alley located between the South Patrol Division Station and future Fire Station #20.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance Abandon and Close portion of an Alley right-of way- Section 1 Block AK

Exhibit A - Closure Portion of Alley right-of-way Sec 1 Blk AK

Map - Closure of Portion of Alley right-of-way- Sec 1 Blk AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF ALLEY RIGHT-OF-WAY LOCATED IN SECTION 1, BLOCK AK, LUBBOCK COUNTY, TEXAS AS RECORDED UNDER COUNTY CLERK FILE NUMBER 2020008834 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the alley right-of-way hereinafter described in the body of this Ordinance is no longer needed for alley right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley right-of-way purposes and for public use; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the alley right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley right-of-way purposes and for public use, such alley right-of-way being more particularly described in the attached Exhibit "A."

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for underground utility easement purposes, with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2021.

Passed by the City Council on second reading this ____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



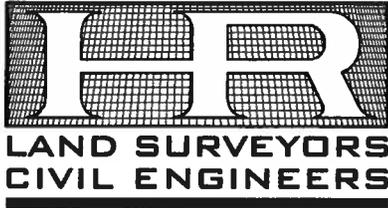
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Ord.A&C-Alley ROW, Fire-PD Station, Section 1, Block AK
11.10.21



HUGO REED AND ASSOCIATES, INC.

1801 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Exhibit "A"

METES AND BOUNDS DESCRIPTION of a 0.0987 acre tract of land being a portion of a 20 foot alley as recorded under County Clerk File Number 2020008834 of the Official Public Records of Lubbock County, Texas, and dedicated by plat recorded under County Clerk File Number 2020008833 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "x" cut in concrete set in the North right-of-way line of 141st Street as recorded under County Clerk File Number (CCFN) 2020008833 of the Official Public Records of Lubbock County, Texas (OPRLCT), and the West line of a 20 foot alley as dedicated by plat recorded under CCFN 2020008833, for the most Southerly Southeast corner of Tract "A", Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded under CCFN 2020008833, OPRLCT, and the Southwest corner of this tract;

THENCE N. 46°51'52" E., along the Eastern boundary of said Tract "A" and the West line of said alley a distance of 14.12 feet, to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the West line of a 20 foot alley as dedicated under CCFN 2020008834 for the most Easterly Southeast corner of said Tract "A";

THENCE N. 01°46'00" E., along the West line of said alley and the Eastern boundary of said Tract "A", a distance of 200.00 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of said Tract "A" bears N. 01°46'00" E. a distance of 200.00 feet;

THENCE S. 88°02'16" E., a distance of 20.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the East line of said alley, for the Northeast corner of this tract;

THENCE S. 01°46'00" W., along the East line of said alley a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 43°08'08" E., continuing along the East line of said alley a distance of 14.17 feet, to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North right-of-way line of said 141st Street, for the Southeast corner of this tract;

THENCE N. 88°02'16" W., along the North right-of-way line of said 141st Street, a distance of 40.00 feet to the Point of Beginning.

Contains 4,300 square feet

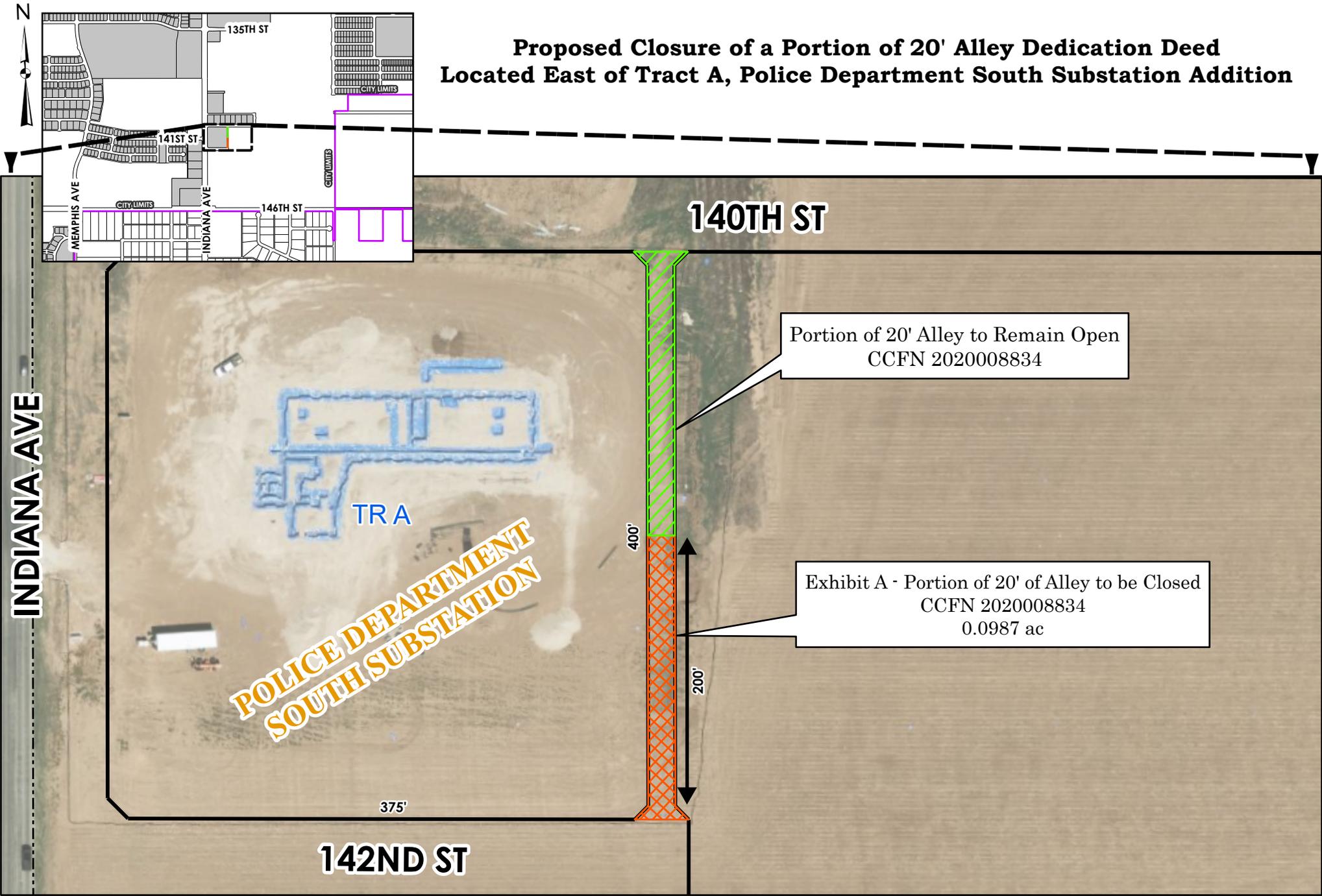
Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

Surveyed on the ground,
June 28, 2021


Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas



Proposed Closure of a Portion of 20' Alley Dedication Deed Located East of Tract A, Police Department South Substation Addition



Portion of 20' Alley to Remain Open
CCFN 2020008834

Exhibit A - Portion of 20' of Alley to be Closed
CCFN 2020008834
0.0987 ac

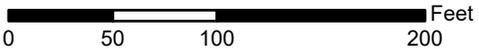
INDIANA AVE

140TH ST

142ND ST

TRA

**POLICE DEPARTMENT
SOUTH SUBSTATION**



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a General Warranty Deed from Day Estates, LTD, in connection with the acceptance by the City of Lubbock of certain real property known as Tract D, Day Estates Addition, Lubbock County, Texas for purposes related to a Storm Water Detention Basin.

Item Summary

In June of 2002, developers Truitt Craft and James Pipkin requested the Parks and Recreation Advisory Board consider the development of parkland in the vicinity of 98th Street and Frankford Avenue. The development consisted of 360 acres. The topography in the area was fairly flat, therefore excavation was required to accommodate water drainage. The linear area in the center of the proposed development was planned for excavation. The soil that was removed from the basin was used to raise the ground elevations of the surrounding lots and accommodate drainage.

The developers involved in the property showed an interest in developing the drainage basins as parks. It was anticipated the basins would be dry over 98% of the year. Subsurface drainage would be constructed to allow water to flow into the basins without damaging the turf. Recreation amenities such as playing fields and open space could be constructed in the basin and walking tracks and other amenities could be developed on top of the basins. The property north of 98th Street would provide adequate property above the flood plain to develop park amenities such as a playground and pavilion. The Developers had agreed to consider donating the land and funding improvements including the drainage, irrigation and turf.

The Playa Lake Development Ordinance and Policy that was in effect at the time in Articles 30.04 and 38.06 of the Code of Ordinances, allows Developers to dedicate drainage basins as stormwater detention basins or parks. If the basins are developed as parks, the property must meet the minimum requirements set forth by the City of Lubbock Parks Master Plan or negotiated with the Parks and Recreation Board. Improvements within the proposed Park area are to be negotiated and approved by the Parks and Recreation Manager and the Parks and Recreation Board. Any irrigation systems, approved by the Parks and Recreation Manager, are to be installed by the Owner/Developer prior to any vegetative cover being placed around the lake area. Any variances to the policy elements required for a park are to be approved in writing by the Parks and Recreation Board.

Mr. Craft and Mr. Pipkin stated that they were willing to give up some developable land, put in turf, irrigation and other amenities to make the open space into parkland. The Parks and Recreation Board approved a motion on June 25, 2002 to approve the concept that the drainage areas in the development in the vicinity of 98th and Frankford be developed as park property with the Staffs recommended conditions being met. The negotiated improvements included the site grading, installation of irrigation, turf establishment and tree plantings. Developable land, above the flood plain, would be provided adjacent to Iola Avenue and 95th Street.

Mr. Pipkin developed the property north of 98th Street and Mr. Craft and his partners developed the

property to the south. The City Council accepted Mr. Craft's property on May 22, 2014. Mr. Pipkin is requesting the Council accept the detention basin known as Tract D, Day Estates Addition. The site grading and drainage improvements were completed. Mr. Pipkin installed the irrigation system, planted 133 trees and planted grass seed. Two water wells were drilled to supply water for the irrigation.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - General Warranty Deed - Day Estates LTD - Tract D Day Estates

General Warranty Deed - Day Estates LTD - Tract D Day Estates

Map - Day Estates

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a General Warranty Deed and all related documents in connection with a property described as Tract D, Day Estates Addition to the City of Lubbock, Lubbock County, Texas and all related documents. Said General Warranty Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: _____, 2021

Grantor: DAY ESTATES, LTD., a Texas limited partnership

Grantor's mailing address: P.O. Box 93823, Lubbock, Lubbock County, Texas 79493.

Grantee: CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas

Grantee's mailing address: P.O. Box 2000, Lubbock, Lubbock County, Texas 79457.

Consideration: The fulfillment by Grantor of all standards for acceptance by the City of Lubbock of ownership of a stormwater detention basin as set forth in Articles 30.04 and 38.06 of the Code of Ordinances of the City of Lubbock.

Property (including any improvements):

TRACT D, DAY ESTATES, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Document No. 2018001478 of the Official Public Records of Lubbock County, Texas.

Reservations from conveyance: None

Exceptions to Conveyance and Warranty:

SUBJECT TO any and all conditions and restrictions, outstanding mineral reservations and easements of record, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may be in full force and effect.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, THE PARTIES HERETO DO AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITIONS, BUT IS RELYING SOLELY UPON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH HEREINBELOW).

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

DAY ESTATES, LTD., a Texas limited partnership
BY: DAN A. DAY, INC., a Texas corporation, its
General Partner

By: James Pipkin
JAMES PIPKIN, Authorized Agent

ACCEPTED:

DANIEL M. POPE, MAYOR

ATTEST:

REBECCA GARZA, City Secretary

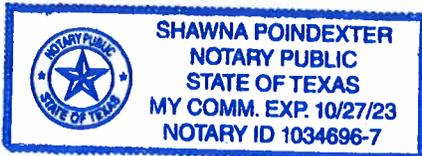
ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared JAMES PIPKIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of DAN A. DAY, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of DAY ESTATES, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of October, 2021.



Shawna Poindexter
Notary Public, State of Texas

THE STATE OF TEXAS §

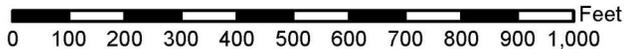
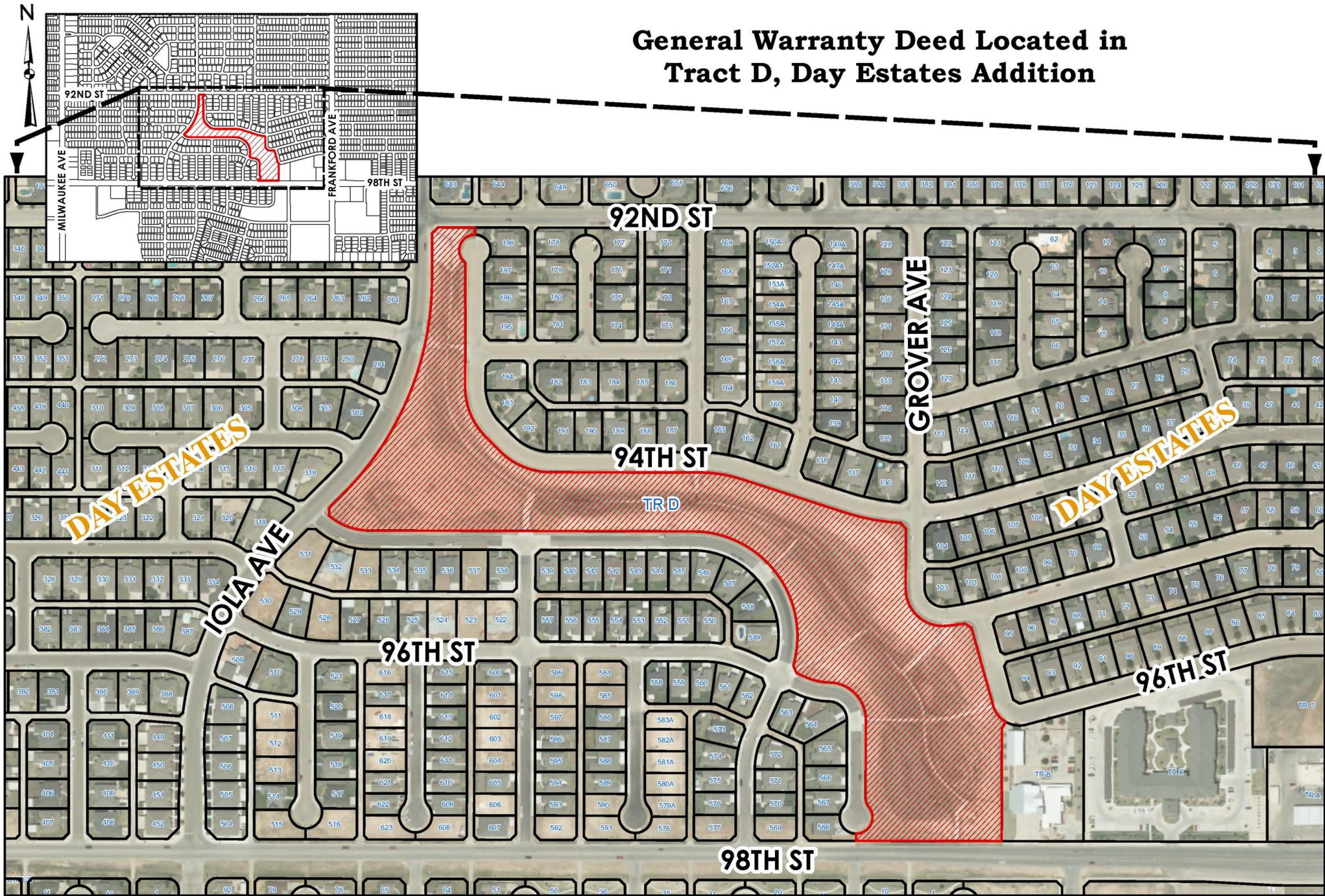
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned being a Notary Public in and for the State of Texas, on this day personally appeared DANIEL M. POPE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of the CITY OF LUBBOCK, a Home Rule Municipal corporation, on behalf of the corporation, for the purposes and consideration expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public, State of Texas

General Warranty Deed Located in Tract D, Day Estates Addition



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Digital Orthophotography - April 2020



Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept on behalf of the City of Lubbock, three Street and Public Use Dedication Deeds out of Sections 26 and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Expansion Project.

Item Summary

With the widening of Upland Avenue from 66th Street to 114th Street, the following street dedications will allow for the construction of the proposed arterial. The parcels of land are located in Section 30, Block AK, Lubbock County, Texas. The total consideration of \$82,855, as valued in Appraisal Reports, is subject to final approval by the City Council and approval of title.

Parcel	Owner	Acres	Cost
Parcel 19	Charlie and Brenda Williamson	0.152	\$29,700
Parcel 107	Karry Brunken	0.066	\$20,190
Parcel 110	McGavock Land Company, LLC	0.110	\$32,965
	TOTAL	0.328	\$82,855

Fiscal Impact

The cost of the easement acquisition is \$82,855 and is funded in Capital Improvements Project 92510 Upland Avenue 66th Street to 82nd Street.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

- Resolution - Three Street and Public Use Dedication Deeds - Section 26 and 30 Block AK
- Parcel 19 - Street Dedication Deed - Sec 19 Blk AK - Upland Avenue
- Parcel 107 - Street Dedication Deed - Sec 30 Blk AK - Upland Avenue
- Parcel 110 - Street Dedication Deed - Sec 30 Blk AK - Upland Avenue
- Budget Detail
- CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept for and on behalf of the City of Lubbock three Street and Public Use Dedication Deeds in connection with certain real property located in Sections 26 and 30, Block AK, Lubbock County, Texas, to be utilized for the Upland Avenue Roadway Project, and all related documents. Said Dedication Deeds are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

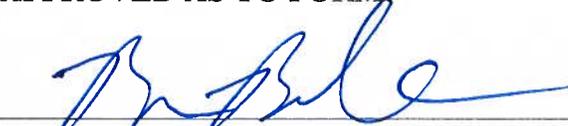
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.3 Dedication Deeds-Section 26 & 30, Block AK
11.1.21



26.7 ACRES
 REED & NORIA RICHARDSON
 VOL. 3441, PG. 277
 9202 UPLAND AVE.

EXHIBIT "A"

Line Table		
Line #	Length	Direction
L1	440.00'	S01° 52' 23"W
L2	15.00'	N88° 10' 41"W
L3	440.00'	N01° 52' 23"E
L4	15.00'	S88° 10' 41"E

8.0 ACRES
 (6.386 ACRES REMAINDER)
 CHARLES WILLIAMSON
 VOL. 4097, PG. 228
 9204 UPLAND AVE.

P.O.B.
 N= 7,252,080.02'
 E= 909,906.37'

LEGEND:

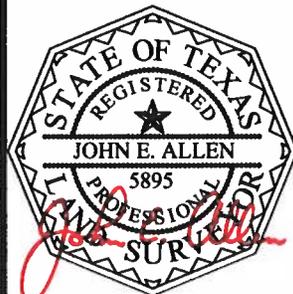
- SURVEYED PROPERTY
 - ADJACENT PROPERTY
 - RIGHT-OF-WAY
 - EASEMENT
 - SET 1/2" ROD w/CAP
 - PD. 1/2" IRON ROD
- P.O.B. - POINT OF BEGINNING
 CCFN - COUNTY CLERK FILE NUMBER,
 LUBBOCK COUNTY, TEXAS

LOT 1
 DAVID & DAWN BORING
 CCFN 2014039899
 7302 93rd STREET

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

**UPLAND AVENUE DESIGN PROJECT
 66TH STREET TO 114TH STREET**

Parcel 19 - Permanent Easement
 PERIMETER SURVEY OF A
 0.152 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
 LUBBOCK COUNTY, TEXAS



Surveyed on the ground.
 September 15, 2020

**HR HUGO REED
 AND ASSOCIATES, INC.**

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100676-00
 TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
 North Central Zone, NAD 83 (2011), Epoch 2010.0
 Distances and coordinates are surface, U.S. Survey feet.
 Combined Scale Factor: 1.0002485

DESCRIPTION FOR PARCEL 19

METES AND BOUNDS DESCRIPTION of a 0.152 acre parcel located in Section 26, Block AK, Lubbock County, Texas, being a portion of 8.0 acres described in Volume 4097, Page 228, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod found (N=7,252,080.02', E=909,906.37') in the South line of a 26.7 acre tract described in Volume 3441, Page 277, RPRLCT, and in the North line of said 8.0 acre tract, and in the West line of a 40.00 foot Right-of-Way described in Volume 782, Page 698, Deed Records, Lubbock County, Texas, which bears N. 01° 52' 23" E. a distance of 2201.61 feet and N. 88° 10' 41" W. a distance of 40.00 feet from a railroad spike found at the Southeast corner of said Section 26, Block AK, for the Northeast corner of this parcel;

THENCE S. 01° 52' 23" W. parallel with and 40.00 feet West of the East line of said Section 26, Block AK, along the West line of said 40.00 foot Right-of-Way, a distance of 440.00 feet to a 1/2" iron rod found in the South line of said 8.0 acre tract and in the North line of a 55.00 foot Right-of-Way dedicated with Lots 1 thru 48, Regency Park, an addition to Lubbock County, Texas, according to map, plat and/or dedication deed thereof recorded in Volume 4539, Page 237, RPRLCT, for the Southeast corner of this parcel;

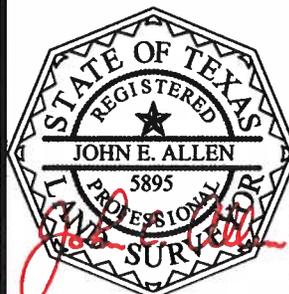
THENCE N. 88° 10' 41" W. along the common line of said 8.0 acre tract and said 55.00 foot Right-of-Way, a distance of 15.00 feet to a 1/2" iron rod with cap marked 'HUGO REED & ASSOC' set at the Northwest corner of said 55.00 foot Right-of-Way and at the Northeast corner of Lot 1, of said Regency Park, for the Southwest corner of this parcel;

THENCE N. 01° 52' 23" E. parallel with and 55.00 feet West of the East line of said Section 26, Block AK, a distance of 440.00 feet to a 1/2" iron rod with cap marked 'HUGO REED & ASSOC' set in said North line of said 8.00 acre tract and in said South line of said 26.7 acre tract, for the Northwest corner of this parcel;

THENCE S. 88° 10' 41" E. along the common line said 8.0 acre tract and said 26.7 acre tract a distance of 15.00 feet to the Point of Beginning. Containing 0.152 acre (6,600 sq. ft.) of land, more or less.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

Parcel 19 - Permanent Easement
PERIMETER SURVEY OF A
0.152 ACRE PARCEL LOCATED IN
SECTION 26, BLOCK AK
LUBBOCK COUNTY, TEXAS



Surveyed on the ground.
September 15, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

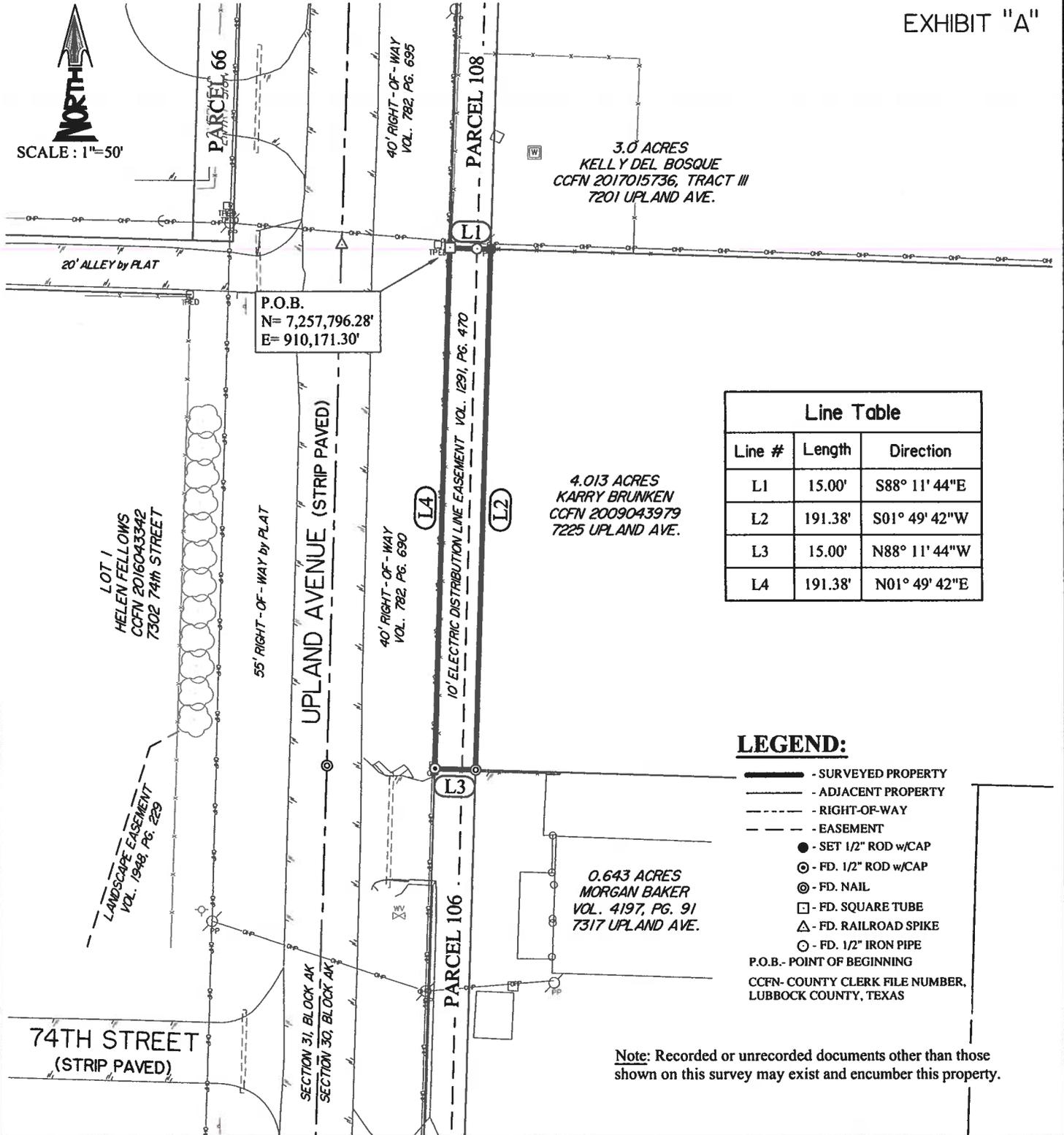
LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

Copyright 2020, Hugo Reed and Associates, Inc. Page 2 of 2

SCALE: 1"=50'



P.O.B.
N= 7,257,796.28'
E= 910,171.30'

Line Table		
Line #	Length	Direction
L1	15.00'	S88° 11' 44"E
L2	191.38'	S01° 49' 42"W
L3	15.00'	N88° 11' 44"W
L4	191.38'	N01° 49' 42"E

LEGEND:

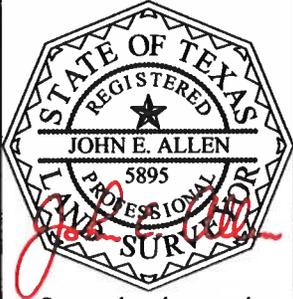
- SURVEYED PROPERTY
- - - ADJACENT PROPERTY
- - - RIGHT-OF-WAY
- - - EASEMENT
- SET 1/2" ROD w/CAP
- ⊙ FD. 1/2" ROD w/CAP
- ⊙ FD. NAIL
- FD. SQUARE TUBE
- △ FD. RAILROAD SPIKE
- FD. 1/2" IRON PIPE
- P.O.B.- POINT OF BEGINNING
- CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 107 - Permanent Easement
PERIMETER SURVEY OF A
0.066 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
June 10, 2020

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

DESCRIPTION FOR PARCEL 107

METES AND BOUNDS DESCRIPTION of a 0.066 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 4.013 acres described in County Clerk File Number (CCFN) 2009043979, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" square tube found (N=7,257,796.28', E=910,171.30') in the North line of said of 4.013 acre tract and in the South line of a 3.0 acre tract described in CCFN 2017015736, OPRLCT and at the Southeast corner of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas (DRLCT), and at the Northeast corner of a 40.00 foot Right-of-Way described in Volume 782, Page 690, DRLCT, which bears S. 88°11'44" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of the Southwest Quarter of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°11'44" E. along the common line of said 4.013 acre tract and said 3.0 acre tract at 10.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to a 1/2 " iron rod with yellow cap marked "HUGO REED ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of of said Section 30, Block AK, a distance of 191.38 feet to a nail found in the South line of said 4.013 acre tract and in the North line of a 0.643 acre tract described in Volume 4197, Page 91, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

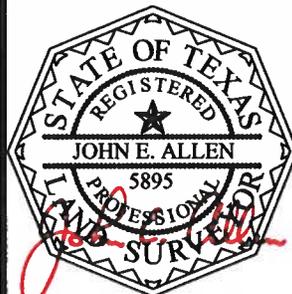
THENCE N. 88°11'44" W. along the common line of said 4.013 acre tract and said 0.643 acre tract a distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found at the Northwest corner of said 0.643 acre tract and in the East line of said 40.00 foot Right-of-Way described in Volume 782, Page 690, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 foot Right-of-Way described in Volume 782, Page 690, a distance of 191.38 feet to the Point of Beginning. Containing 0.066 acre (2871 sq. ft.) of land, more or less.

**UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET**

Parcel 107 - Permanent Easement
PERIMETER SURVEY OF A
0.066 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas



Surveyed on the ground.
June 10, 2020

**HR HUGO REED
AND ASSOCIATES, INC.**

LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

Copyright 2020, Hugo Reed and Associates, Inc. Page 2 of 2

NORTH
SCALE: 1"=60'

0.603 ACRES
TSDALE MANAGEMENT, LLC
CCFN 2017035533
7008 UPLAND AVE.

2.813 ACRES
J.D. DAVIS
VOL. 1725, PG. 573
7012 UPLAND AVE.

2.699 ACRES
FOREST SKY CAPITAL, LTD
CCFN 2012045994
7001 UPLAND AVE.

7.148 ACRES
MCGAVOCK GEORGIA STREET
LAND COMPANY, LLC
CCFN 2019022506
7007 & 7013 UPLAND AVE.

3.926 ACRES
WILLIAM DOZIER
CCFN 2011022547
7211 UPLAND AVE.

P.O.B.
N= 7,258,915.85'
E= 910,207.04'

UPLAND AVENUE (STRIP PAVED)

ASPHALT DRIVE

40' RIGHT-OF-WAY
VOL. 782, PG. 695

40' RIGHT-OF-WAY
VOL. 782, PG. 695

10' ELECTRIC DISTRIBUTION
LINE EASEMENT
VOL. 1287, PG. 14 & VOL.
1291, PG. 472

SECTION 31, BLOCK AK
SECTION 30, BLOCK AK

PARCEL 109

PARCEL 109-A

Line Table

Line #	Length	Direction
L1	15.00'	S88° 09' 57"E
L2	320.30'	S01° 49' 42"W
L3	15.00'	N88° 09' 52"W
L4	320.30'	N01° 49' 42"E

LEGEND:

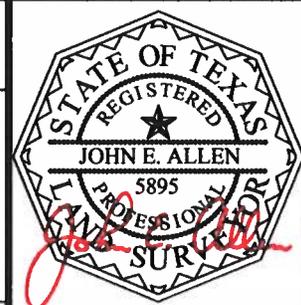
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- ⊙ FD 5/8" IRON ROD
- ⊙ FD 1/2" IRON ROD w/CAP
- ⊙ FD 1/2" IRON PIPE
- △ FD RAILROAD SPIKE
- FD 1/2" SQUARE TUBE

P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER,
LUBBOCK COUNTY, TEXAS

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 110 - Permanent Easement
PERIMETER SURVEY OF A
0.110 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS



Surveyed on the ground.
June 10, 2020

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

DESCRIPTION FOR PARCEL 110

METES AND BOUNDS DESCRIPTION of a 0.110 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being the East 15.00 feet of the West 55.00 feet of a 7.148 acre tract described in County Clerk File Number (CCFN) 2019022506, Official Property Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set (N=7,258,915.85', E=910,207.04') in the North line of said 7.148 acre tract and in the South line of a 2.699 acre tract CCFN 2012045994, OPRLCT, and in the East line of a 40.00 foot Right-of-Way described in Volume 782, Page 695, Deed Records, Lubbock County, Texas, which bears S. 01°49'42" W. a distance of 1519.70 feet and S. 88°09'57" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88°09'57" E. along the common line of said 7.148 acre tract and said 2.699 acre tract at 10.00 feet pass a 1/2" iron pipe found, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Northeast corner of this parcel;

THENCE S. 01°49'42" W. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 320.30 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, in the South line of said 7.148 acre tract and in the North line of a 3.926 acre tract described in CCFN 2011022547, OPRLCT, for the Southeast corner of this parcel;

THENCE N. 88°09'52" W. along the common line of said 3.926 acre tract and said 3.926 acre tract at 5.00 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found, continuing for a total distance of 15.00 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the East line of said 40.00 foot Right-of-Way, for the Southwest corner of this parcel;

THENCE N. 01°49'42" E. along the East line of said 40.00 foot Right-of-Way a distance of 320.30 feet to the Point of Beginning. Containing 0.110 acre (4804 sq. ft.) of land, more or less.

<p align="center">UPLAND AVENUE DESIGN PROJECT 66TH STREET TO 114TH STREET</p>	 <p align="center">Surveyed on the ground. June 10, 2020</p>	<p align="center">HR HUGO REED AND ASSOCIATES, INC.</p>
<p align="center">Parcel 110 - Permanent Easement PERIMETER SURVEY OF A 0.110 ACRE PARCEL LOCATED IN SECTION 30, BLOCK AK LUBBOCK COUNTY, TEXAS</p>		<p>LAND SURVEYORS CIVIL ENGINEERS TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</p> <p align="right">1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891</p> <p align="center">Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0 Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.0002485</p> <p align="right">Copyright 2020, Hugo Reed and Associates, Inc. Page 2 of 2</p>
<p>John E. Allen, Registered Professional Land Surveyor No.5895 State of Texas</p>		

**City of Lubbock, TX
Capital Project
October 12, 2021**

Capital Project Number: 92510
 Capital Project Name: Upland Avenue 66th Street to 82nd Street

		Budget
<i>Encumbered/Expended</i>		
Staff Time	\$	29,829
Kimley Horn Contract No. 14034		1,180,000
Kimley Horn Amendment #1		1,373,400
TxDOT Construction Advance Funding Agreement		948,931
TxDOT Design Advanced Funding Agreement		3,760
ROW Acquisition Parcels 69, 69A, 97, 98, 106		56,318
ROW Acquisition Parcel 70, 71, 108		59,040
ROW Acquisition Parcel 66		21,600
ROW Acquisition Parcel 76, 114, 120		20,712
ROW Acquisition Parcel 72		14,450
ROW Acquisition Parcel 73		3,750
ROW Acquisition Parcel 111		25,918
ROW Acquisition Parcel 112		13,099
 <i>Agenda Item November 16, 2021</i>		
ROW Acquisition Parcel 19		29,700
ROW Acquisition Parcel 107		20,190
ROW Acquisition Parcel 110		32,965
<i>Encumbered/Expended to Date</i>		3,833,662
 <i>Estimated Costs for Remaining Appropriation</i>		
ROW Acquisition		502,258
Construction		2,024,391
<i>Remaining Appropriation</i>		2,526,649
Total Appropriation	\$	6,360,311



Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Advanced Funding Agreement Contract 15496, with the Texas Department of Transportation, for reimbursement of construction related expenses for widening 114th Street, from Quaker Avenue to Indiana Avenue.

Item Summary

On September 22, 2020, the City Council authorized Advanced Funding Agreement (AFA) Contract 15496 between the City of Lubbock and the Texas Department of Transportation (TxDOT), for widening 114th Street from Quaker Avenue to Indiana Avenue.

Under Amendment No. 1, the City of Lubbock will reimburse TxDOT for the cost of relocating an existing 16-inch water line from underneath a proposed culvert, during the construction of 114th Street from Quaker Avenue to Indiana Avenue. The estimated total cost of the water line relocation project is \$126,400, of which an initial payment of \$6,400 is due to the State, with the remaining \$120,000 due before commencing construction of the proposed water line relocation.

Fiscal Impact

This contract amendment in the amount of \$126,400 is funded in Capital Improvements Project 92737, 114th Street from Quaker Avenue to Indiana Avenue.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment 1 to AFA with TxDOT, 114th Street
Original AFA
Location Exhibit
Budget Detail - CIP 92670 and CIP 92737
CIP Detail - 92670
CIP Detail - 92737

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Advanced Funding Agreement Contract No. 16131 for the STP-MM Reconstruction Project Off-System, by and between the City of Lubbock and the Texas Department of Transportation, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP – MM Reconstruction Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Lubbock**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of 114th Street from Quaker Avenue to Indiana Avenue**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **11/16/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	State	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the relocation of an existing 16" waterline along 114th and under the proposed culvert during the construction of 114th Street, from Quaker Avenue to Indiana Avenue, widening of a non-freeway, in Lubbock, Texas as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114th Street- UTL	AFA Not Used For Research & Development	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114th Street- UTL	<i>AFA Not Used For Research & Development</i>	

- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Lubbock ATTN: City Engineer P.O. Box 2000 Lubbock, TX 79401	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114th Street- UTL	AFA Not Used For Research & Development	

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114th Street- UTL	AFA Not Used For Research & Development	

to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Daniel M. Pope
Typed or Printed Name

Mayor
Typed or Printed Title

Date

ATTEST:

Rebecca Garza, City Secretary

Date

APPROVED AS TO CONTENT:

Michael G. Keenum
Michael G. Keenum, P.E., City Engineer

11/11/21
Date

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

11-11-21
Date

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 LBB	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- UTL	<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
PROJECT BUDGET**

The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Local Participation	
		%	Cost
Construction (by State)	\$120,000	100.00%	\$120,000
Subtotal	\$120,000.00	100.00%	\$120,000.00
Environmental Direct State Costs	\$1,100.00	100.00%	\$1,100.00
Engineering Direct State Costs	\$2,000.00	100.00%	\$2,000.00
Utility Direct State Costs	\$600.00	100.00%	\$600.00
Construction Direct State Costs	\$2,400.00	100.00%	\$2,400.00
Indirect State Costs	\$300.00	100.00%	\$300.00
Subtotal	\$6,400.00	100.00%	\$6,400.00
TOTAL	\$126,400.00	100.00%	\$126,400.00

Initial payment by the Local Government to the State: \$6,400.00

Payment by the Local Government to the State before construction: \$120,000.00

Estimated total payment by the Local Government to the State \$126,400.00. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Lubbock**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of 114th Street from Quaker Avenue to Indiana Avenue**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **09/22/2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the construction of 114th Street, from Quaker Avenue to Indiana Avenue, widening of a non-freeway, in Lubbock, Texas as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.,

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title,

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Lubbock ATTN: City Engineer P.O. Box 2000 Lubbock, TX 79457	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

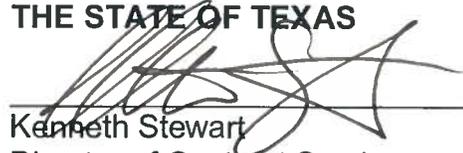


Daniel M. Pope, Mayor

September 22, 2020

Date

THE STATE OF TEXAS



Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

11/10/2020

Date

ATTEST:



Rebecca Garza, City Secretary

September 22, 2020

Date

APPROVED AS TO CONTENT:

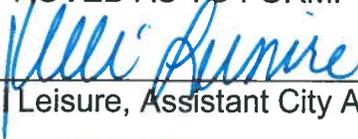


Michael G. Keenum, P.E., City Engineer

9/8/20

Date

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

9-4-20

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Advance Funding Agreement, Contract No. 15496, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT) for the widening of 114th Street, from Quaker Avenue to Indiana Avenue. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on September 22, 2020.



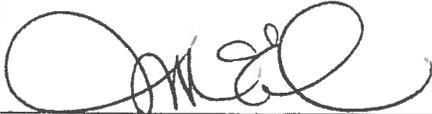
DANIEL M. POPE, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



TxDOT:		Federal Highway Administration:	
CSJ #	0905-06-118	CFDA No.	20.205
District #	05 Lubbock	CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650		
Project Name	114 th Street- Quaker to Indiana	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C PROJECT BUDGET

Except for Indirect State Costs, all other Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$9,700,000	80.00%	\$7,760,000	0.00%	\$0	20.00%	\$1,940,000
Subtotal	\$9,700,000.00	80.00%	\$7,760,000.00	0.00%	\$0	20.00%	\$1,940,000.00
Environmental Direct State Costs	\$87,300.00	80.00%	\$69,840.00	0.00%	\$0	20.00%	\$17,460.00
Right of Way Direct State Costs	\$43,700.00	80.00%	\$34,960.00	0.00%	\$0	20.00%	\$8,740.00
Engineering Direct State Costs	\$388,000.00	80.00%	\$310,400.00	0.00%	\$0	20.00%	\$77,600.00
Utility Direct State Costs	\$43,700.00	80.00%	\$34,960.00	0.00%	\$0	20.00%	\$8,740.00
Construction Direct State Costs	\$1,121,400.00	80.00%	\$897,120.00	0.00%	\$0	20.00%	\$224,280.00
Indirect State Costs	\$76,200.00	0.00%	\$0.00	0.00%	\$0	100.00%	\$76,200.00
Subtotal	\$1,760,300.00	80.00%	\$1,347,280.00	0.00%	\$0	20.00%	\$413,020.00
TOTAL	\$11,460,300.00	80.00%	\$9,107,280.00	0.00%	\$0	20.00%	\$2,353,020.00

Initial payment by the Local Government to the State: **\$188,740**

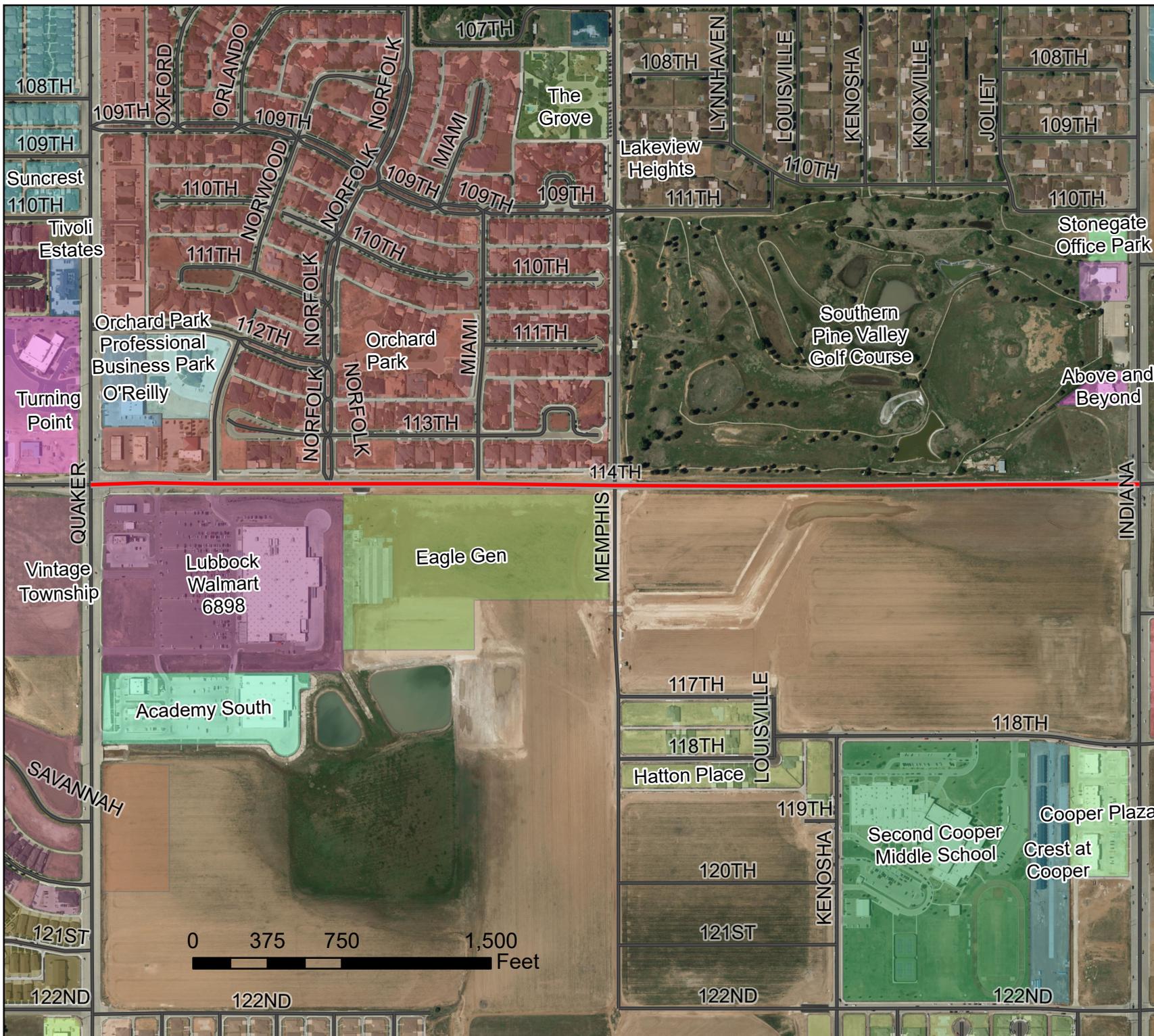
Payment by the Local Government to the State before construction: **\$2,164,280**

Estimated total payment by the Local Government to the State: \$2,353,020

This is an estimate. The total amount of Local Government participation will be based on actual costs.

114th Street

Indiana to Quaker



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**City of Lubbock, TX
Capital Project
November 16, 2021**

Capital Project Number: 92670
 Capital Project Name: 114th Street Quaker Avenue to Indiana Avenue Design

Capital Project Number: 92737
 Capital Project Name: 114th Street Quaker Avenue to Indiana Avenue

	Budget	
<i>Encumbered/Expended</i>	92737	92670
PSA - Freese and Nichols, Inc. for Design - Contract 15317	\$ -	894,150
Staff Time		12,734
Contract 15496 AFA with TxDOT		188,740
Amendment 1 for for Design Contract 15317 with FNI		48,172
<i>Agenda Item November 16, 2021</i>		
Advanced Funding Agreement with TxDOT for water line	126,400	-
<i>Encumbered/Expended To Date</i>	126,400	1,143,796
<i>Estimated Costs for Remaining Appropriation</i>		
Construction	2,873,600	7,204
<i>Remaining Appropriation</i>	2,873,600	7,204
Total Appropriation	\$ 3,000,000	1,151,000

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2007 Thoroughfare Plan to become a T-2(5-lane) Thoroughfare. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public.

The MPO has approved this project to be included in its updated 10-year plan. Construction funding participation is scheduled to begin in TXDOT FY 2022.

Project History

\$1,000,000 was appropriated in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 2020.
 \$151,000 was appropriated in FY 2019-20, BCR# 1920-10, August 25, 2020.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Design and Engineering	1,151,000	0	0	0	0	0	0	1,151,000
Total Project Appropriation	1,151,000	0	0	0	0	0	0	1,151,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2015 Gateway Streets Revenue CO's	111,704	0	0	0	0	0	0	111,704
FY 2018 Gateway Streets CO's	39,296	0	0	0	0	0	0	39,296
FY 2020 Gateway Streets Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
Total Funding Sources	1,151,000	0	0	0	0	0	0	1,151,000

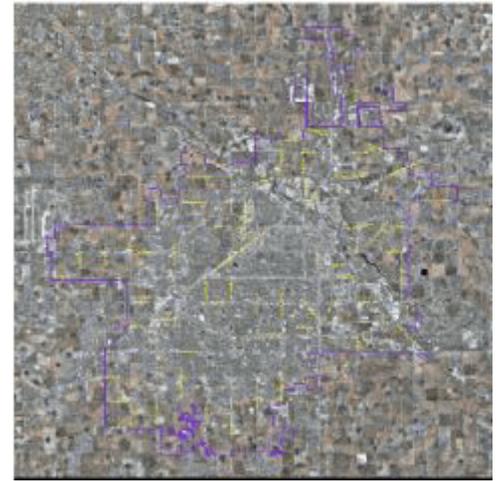
<i>Operating Budget Impact</i>	FY 2020-21	Unappropriated Planning Years					Total Impact
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2018 Master Thoroughfare Plan to become a minor arterial. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Design - Start Date: 4/3/2020
 Design - Bid Date: 5/4/2020
 Design - Award Date: 5/26/2020
 Design - Project Start Date: 5/26/2020
 Design - Project End Date: 5/26/2023
 Construction - Bid Date: 10/1/2021
 Construction - Award Date for Bid: 1/1/2022
 Construction - Project Start Date: 3/1/2022
 Construction - Project End Date: 3/1/2023

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public. The MPO has approved this project to be included in its updated 10-year plan. Construction funding participation is scheduled to begin in TXDOT FY 2022.

Project History

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Construction	0	3,000,000	0	0	0	0	0	3,000,000
Total Project Appropriation	0	3,000,000	0	0	0	0	0	3,000,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
FY 2022 Tax Supported Revenue CO's	0	3,000,000	0	0	0	0	0	3,000,000
Total Funding Sources	0	3,000,000	0	0	0	0	0	3,000,000

Unappropriated Planning Years

<i>Operating Budget Impact</i>	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 16180, with HDR Engineering, Inc., for design services associated with the Erskine Street Improvements Project.

Item Summary

The City of Lubbock continues to strive to meet the transportation needs of its citizens. It is necessary to continue to anticipate the infrastructure needs for a growing populous, in order to provide a safe and effective transportation system. Erskine Street, from North Frankford Avenue to the West City Limit needs to be widened to accommodate an increase in traffic due to continued growth of the Frenship Independent School District, as well as directly serving the North Police Substation.

This roadway is designated in the 2018 Thoroughfare Master Plan to become a modified principal arterial, which is a 5-lane multi-modal roadway cross-section.

HDR Engineering, Inc. was prequalified to perform arterial roadway design services for the City of Lubbock through RFQ 15876.

Fiscal Impact

This contract is not to exceed \$1,544,635 and is funded in Capital Improvements Project 92713, Erskine Street.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Professional Service Contract
Location Exhibit
CIP Spreadsheet
CIP Detail - 92713

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 16180 for the design and bid of Erskine Street project, by and between the City of Lubbock and HDR Engineering, Inc., a Texas Corporation, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement (“Agreement”) Contract No. 16180 is entered into this ___ day of _____, 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and HDR Engineering, Inc., (the” Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional engineering services for the design and bid of Erskine Street, (the “Activities”); and

WHEREAS, the Engineer has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 10 months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. The Engineer shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$1,544,635.00, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$2,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

Employer's Liability:

Per Occurrence Single Limit: \$1,000,000

Worker's Compensation

Per Occurrence Single Limit: \$500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains

said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit N/A, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

The Engineer shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

HDR Engineering, Inc.
J.M. Gonzalez, P.E.
613 NW Loop 410
San Antonio, Texas 78216
Telephone: 210-841-2904
Email: j.m.gonzalez@hdrinc.com

C. City's Address. The City's address and numbers for the purposes of notice are:

Bailey Ratcliffe, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: bratcliffe@mylubbock.us
Telephone: 806-775-2329

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer.

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of

funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

R. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Michael G. Keenum, P.E., CFM
Division Director of Engineering/City Engineer



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Firm

HDR Engineering, Inc.

By: 

Mark Borenstein, P.E., Vice President

Texas Government Code Subtitle F, Title 10, Chapter 2271

I, Mark D. Borenstein (Person name), the undersigned
representative of

HDR Engineering, Inc.

(hereafter referred to as company)

Pursuant to Section 2271.002, applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Lubbock acting by and through City of Lubbock.

October 7, 2021

Date



Authorized Signature

Exhibit A

Erskine St. Reconstruction Scope of Services

Background

The project consists of the reconstruction of Erskine St. from the N. Frankford Ave. to the city limits. The existing roadway is approximately 26-feet wide and consists of one lane in each direction. The City has requested that the roadway be designed as a 5-lane roadway consisting of two lanes in each direction, a two-way left turn lane, applicable left turn lanes, curb and gutter, sidewalks, shared-use path, driveways, medians (as needed), and necessary improvements. Roadway shall be designed in accordance with the City of Lubbock design guidelines.

Project Scope of Work

The project's purpose is to upgrade the rural 2-lane section of Erskine St. to an urban 5-lane section from N. Frankford Ave. to the city limits. The City of Lubbock has contracted with HDR Engineering, Inc. (HDR) for professional services in accomplishing the project purpose.

Task 1: Project Management and General Items

HDR will perform coordination and management of the project, HDR staff and consultants, project initiation, preparing and maintaining a schedule, invoicing, and coordination with the City. HDR will communicate through a single point of contact which is the designated HDR Project Manager (PM). HDR will provide the City with monthly progress reports and invoices in accordance with the scope for the duration of the project.

HDR will administer the scope of work, communicate with the project team, and manage the project to completion within the schedule and budget established and at the level of quality expected by the City of Lubbock. Project related meetings and correspondences will be via email, phone calls, in person meetings, and virtual platforms.

Task 1 Assumptions:

1. Two (2) HDR staff will attend a maximum of six (5) meetings in person (kickoff meeting, three (3) project milestone meetings, and one (1) pre-bid meeting).
2. HDR will provide draft meeting minutes to the City within two (2) working days following each meeting for approval and distribution.

Task 1 Deliverables:

1. Submit monthly progress reports and invoices to the City via email.
2. One (1) digital copy of each meeting minutes in pdf format to the City via email.

Task 2: Data Collection

HDR will gather available digital data which can be downloaded from online via local, state, and federal agencies. Utility Block Maps will be gathered from local utilities within the project area.

HDR will perform field reconnaissance to gather project photos, field measurements, and general area knowledge when additional information is deemed necessary by HDR after the initial review of the acquired digital data.

Task 2 Assumptions:

1. Project data including but not limited to as-built drawings, the City field visit records, records and other previous project analysis will be provided by the City of Lubbock.
2. A maximum of two (2) HDR staff will perform up to two (2) field visits.
3. Field measurements will be limited to existing drainage infrastructure, typical road sections (average width and curb height), and drainage pattern verification.

Task 2 Deliverables:

1. One (1) digital copy of gathered documents in PDF format
2. One (1) digital copy of notes in PDF format.

Task 3: Design Phase Services

HDR will prepare plans for 10% (Schematic), 60%, 95%, and 100% design phase. Plans shall be prepared using Microstation V8i and Inroads or Geopak civil software. Roadway shall be designed in accordance with City of Lubbock design guidelines and design criteria.

Task 3.1 – 10% (Schematic) Design Phase

HDR will develop a schematic layout showing the proposed improvements for Erskine St. The purpose of this design phase is to establish a footprint of the proposed improvements and identify the affected ROW. Layout shall include, but not limited to: typical section, roadway alignment, travel lanes, turn lanes, lane transitions, bicycle lanes, shared use path, sidewalks, illumination, signal locations, and ROW.

HDR will complete a Preliminary Drainage Analysis of the proposed improvements for Erskine St. in accordance with the City of Lubbock Drainage Criteria Manual. The purpose of this analysis is to evaluate potential adverse impacts caused by the proposed schematic area on downstream existing infrastructure along Erskine St. and outside the ROW and identify mitigation measures if required.

Task 3.1 Deliverables:

1. One (1) digital copy of schematic layout in PDF format
2. Two (2) hard copies of schematic layout in bond
3. One (1) digital copy of proposed cost estimate

Task 3.2 - Design Phase

HDR will develop plans, specifications, and estimates for the milestones – 60%, 95%, and 100%. Each milestone will progress in detail from the previous developed design phase. Plans shall consist of the following scope of work:

- Develop title sheet for the project plan set.
- Develop an index of sheets.
- Develop general notes.
- Develop quantity summary sheets.
- Driveway detail sheets - One overall detail sheet will be provided for the roadway segment. This will include an identification number for each driveway, existing slope, and proposed slope. Driveway penetrations exhibits will be prepared by HDR, but property owner agreements will be obtained by the City, if necessary.
- Prepare horizontal alignment data sheets.
- Develop project layout sheet – Layout sheet will provide limits of the proposed scope of work.
- Signed survey control sheets
- Prepare miscellaneous construction details.
- Develop typical sections – The existing sections will indicate the pavement section as best determined by the geotechnical investigation, ROW dimensions, travel lanes, bike lanes, and sidewalks. The proposed sections will depict the proposed pavement section and roadway cross sectional dimensions including: lanes, border, sidewalks, shared use path, curb offsets, and ROW.
- Develop Traffic Control Plans.
- Develop Removal plan sheets. These sheets will depict the area and items to be removed by the contractor.
- Develop Plan and Profile Sheets. These sheets will depict the proposed design elements to include, but not limited to: curbs, sidewalks, medians, shared use path, retaining walls, stations, offsets, elevations, and grading for the proposed roadway. Medians along corridor will be considered for access management.
- Develop Intersection layout sheets to provide grading information at the following intersections:
 - N. Frankford Ave. @ Erskine St.
 - N. Milwaukee Ave. @ Erskine St. – will be designed to accommodate full buildout of Milwaukee to include raised medians.
 - Others
- Develop a SW3P narrative for the entire project. This does not include a SW3P Permits or TCEQ notification.
- Develop Erosion control plan sheets. These sheets will be provided to identify the location of BMP's within the project limits.
- Develop drainage area maps for existing and proposed improvements.
- Develop internal drainage maps for internal drainage system.

- Develop plan & profile sheets for proposed ditches
- Develop hydrologic and hydraulic data sheets for existing and proposed systems.
- Develop Cross Sections every 50 feet along the stationing. The cross section will extend from right of way to right of way and will show existing surface, proposed surface, curbs, retaining walls (where needed), and pavement section.
- Develop opinion of probable construction cost
- Develop Critical Path Method (CPM) construction schedule
- Perform a Quality Assurance/Quality Control (QA/QC) review prior to each submittal to the City.
- Address City comments after each submittal.
- Submit plans for TDLR review prior to letting and after construction substantial completion.

Task 3.2 Deliverables:

1. One (1) digital copy of plans in PDF format at each milestone
2. Three (3) hard copies of plans (11 x 17 bond) at each milestone
3. One (1) digital copy of proposed cost estimate at each milestone
4. Develop specifications and project manual at 95% and 100% milestone
5. One (1) digital copy of CPM schedule

Task 3.3 - Drainage Design Concepts and Model Reviews (Subconsultant – Hugo Reed)

Hugo Reed will serve as a technical advisor and provide drainage QA/QC of design and models.

- Initial drainage concept review and evaluation
- Research previous studies and reports
- Plan review (4 submittals)
- Model QA/QC (2 reviews)
- Internal drainage coordination meetings (4 meetings)

Task 3 Assumptions:

HDR has assumed that the following items are not included in the base scope of services:

1. Temporary signal design
2. Permanent traffic signal design at N. Milwaukee Ave. and Erskine St.
3. Construction Phase Services
4. Environmental Permitting
5. Plat Surveys

Task 4 – Illumination Design

HDR will provide illumination design associated with the reconstruction of Erskine Street. The illumination design will include the following:

- Google Earth survey of the existing illumination (continuous and safety), associated electrical services, utility electric service drops, utility electric primary routing, and illumination aboveground/underground infrastructure.
- Removal of all existing illumination (continuous and safety), associated electrical services, and illumination aboveground/underground infrastructure in conflict with the Erskine Street reconstruction.
- Provide new safety illumination, associated electrical services, and illumination underground infrastructure for all intersections.
- Provide new continuous illumination, associated electrical services, and underground illumination infrastructure services for all continuous illumination.
- Utilize the minimal number of electrical services locations for the safety and continuous illumination.
- Project Task List
 - Data Collection
 - Utility power company(s) contact(s)
 - Existing utility(s) overhead and underground routing information
 - Existing illumination electrical services information (voltage, service size, connected loads, spares, etc.)
 - Available voltage for new illumination electrical services
 - As-Builds of existing continuous, safety, and intersection Illumination along Erskine Street
 - Google Earth survey of the existing illumination (continuous and safety), associated electrical services, utility electric service drops, utility electric primary routing, and illumination aboveground/underground infrastructure.
 - HDR will attend two review meetings
 - Illumination Design
 - Utility power company coordination
 - Photometric analysis (Project Limits)
 - Overcurrent protection of electric services and branch circuits
 - Voltage drop analysis for electrical services and branch circuits
 - Electrical service load analysis and schematics
 - NEC and TxDOT compliance
 - Illumination Removal Plans
 - Illumination Summary & Plans
 - Illumination mounting details (if applicable)
 - Electrical for Illumination System
 - Utility Power Coordination
 - Contact the utility power company(s) for existing available voltage, service size, connected loads, and locations of existing illumination electrical services.

- Coordinate the voltage, service size, connected loads, and locations of the new illumination electrical services.
- Photometric Analysis
 - Conduct photometric analysis (project limits) for safety, intersection, and continuous illumination foot-candle compliance.
 - Photometric analysis will be utilized to determine the illumination assembly selection type, distribution, mounting height, and spacing for safety, intersection, and continuous illumination.
- Overcurrent Protection
 - Conduct overcurrent protection analysis for determining electrical service and branch circuit breaker sizes.
- Voltage Drop
 - Conduct voltage drop analysis for determining electrical service feeders, branch circuit conductors, and conduit sizes.
- Electrical Service Load Analysis and Schematics
 - Conduct load analysis for all illumination electrical services to determine the electrical service sizes.
 - Develop schematics for all illumination electrical services.
- NEC and TxDOT Compliance
 - Design illumination utilizing the most current TxDOT Highway Illumination Manual, City of Lubbock Standards, and applicable National Electric Code (NEC).
- Illumination Removal Plans
 - Develop illumination plans for removal of all existing illumination (continuous and safety), associated electrical services, and illumination aboveground/underground infrastructure in conflict with the Erskine Street reconstruction.
- Illumination Summary & Plans
 - Develop illumination plans for safety illumination, intersection safety illumination, and continuous illumination.
 - Develop Illumination Summary for all illumination quantities
- Illumination Details
 - Develop illumination details for any custom mounting not covered by the TxDOT Standards or City of Lubbock Standards.

Task 4 Assumptions:

HDR has assumed the following:

1. All illumination drawing files will be produced in 2D utilizing Microstation.
2. Visual 2020 Lighting Software will be utilized for the photometric analysis.
3. Utility Power Company to provide power source voltage availability for existing / new illumination electrical services and existing overhead and/or underground power source
4. If budget does not allow for illumination installation, improvements will be planned and incorporated as a bid additive.

Task 4 Exclusions:

The Scope of Services DOES NOT include the following:

1. Revising or adding new electrical loads to any existing illumination electrical services within project limits.
2. Removal of existing utility company pole mounted illumination heads and arms controlled and owned by the utility power company.
3. Final Coordination Study.
4. Arc Flash Analysis.
5. Additional construction phase services such as change orders, weekly progress meetings, and estimate reviews.

Task 4 Deliverables:

1. One (1) digital copy of plans in PDF format at 60%, 95%, and 100% milestone
2. Three (3) hard copies of plans (11 x 17 bond) at 60%, 95%, and 100% milestone

Task 5 – Utility Coordination

HDR will provide Utility Coordination and Engineering services on this project, for a maximum of 14 utility owners, listed below:

- Agritex – Gas
- City of Lubbock Traffic Engineering – Traffic Lights
- Atmos Energy – Gas
- Mark West Powertech – Gas
- City of Lubbock – Gas
- City of Lubbock –Electric
- City of Lubbock –Sewer-Wastewater
- City of Lubbock –Water
- Dexus – Communication (Phone and Fiber)
- Sudden Link West Texas – Communications (Fiber and Cable)
- South Plains Electric Co-op – Electric
- AT&T – Communication
- West Texas – Gas
- Excel Energy – Gas and Electric

Task 5.1 – SUE C/D

Subsurface Utility Engineering Quality Level C/D:

- Quality Level D: Utilities are plotted from review of available existing utility records collected.
- Quality Level C: Surveyed surface-visible features are correlated with QL-D information from existing records to develop existing utility alignments.

Task 5.2 - Utility Coordination

- Coordination with Project Team, Preparation and Delivery of Utility Status Reports
- Determine Utility Point of Contacts, create Contact List, send out formal Notification Letters communicating project timeline and expected utility relocations timeframe.
- Create and maintain Utility Communication Log tracking correspondence with utility companies.
- Coordinate and Conduct Utility Project Kick-off Meeting (includes invites, preparation, agenda, and meeting minutes) (Assume 1 virtual meeting maximum)
- Coordinate and Conduct individual utility coordination meetings (incl meeting minutes) (Assume +- 3 joint virtual meetings per utility- maximum of 42 meetings)
- Identify Utilities with Compensable Rights-Coordinator will investigate prior right claims by utilities submitting such claims, Coordinator will request appropriate documentation from utilities to validate prior rights and property interests
- Coordination with SUE providers for QL-A Test Hole Work Plan

- Review all confirmed utility conflicts with each utility company and determine best mitigation of each.
- Obtain Clearance Letters for City for Utilities not in conflict.
- Coordinate with each utility company to determine design time, long-lead material time, moratorium periods, bidding/ award time, construction timeframe and removal/ proper abandonment
- Provide Final Contacts List, Coordination Tracking Log with Key Coordination and Meeting Minutes documented
- Coordination of Utility Permitting
- Coordination of Utility Construction Scheduling, Progress, adjustments with client and Utility Owners

Task 5.3 – Utility Engineering

- Preparation of Existing Utility Layout (includes survey, records research, proposed roadway, all proposed features, aerial background and preferred options with all utilities getting assigned a distinct line style for ease of visual identity (Excludes ASCE 38-02 QL-B and QL-A to be provided by subconsultant)), and QC. Layout is defined as a plotter Roll Plot (typical 36" x 52" Layout)
- Identify utility conflicts with proposed improvements and constructability of improvements with labeling corresponding numerical ID.
- Display potential utility conflicts on Utility Layout.
- Create and maintain Utility Conflict Matrix identifying each Conflict ID.
- Calculate conflict confirmation/ clearance with pavement/ drainage/ all improvement design information
- Develop SUE QL-A Test Holes Work Plan for SUE provider at key needed Test Hole locations
- Provide Calculation Binder showing evidence of all information used to confirm/ clear each conflict.
- Provide formal QC of Utility Layout, Conflict Matrix utilizing Calculation Binder.

- Upon confirmation of all conflicts, provide technical support to work with utility companies and design team(s) to obtain best solution to resolve each conflict - Design Modifications, or Protect in Place or Relocate facility.
- Provide technical support for interpretation of Utility: standards, timelines, material descriptions, labor quantities, symbols, terms/ slang, and prior rights validation
- Provide conceptual proposed alignments for all required facilities needing relocation
- Assist utility companies in the relocation design by providing interim over-the-shoulder reviews and comment sessions on their relocation design plans. Includes comments and review of relocation plans (Compatibility with road/ drainage improvements, Compliance to Design Criteria Manual, Utility Accommodations Rules and/ or applicable Regulations, Constructability, Schedule/ sequencing for Installations, Cutovers and customer outages, removal/ abandonment of old facilities)
- Prepare Proposed Utility layout
- Deliver a finalized Utility Layout, Conflict Matrix and Evidence Binder

Task 5 Assumptions:

HDR has assumed the following:

1. This scope does not include 11x17 plan sets of project utility sheets.
2. Conflict analysis is scoped to be performed once, substantial project changes requiring significant re-analysis of conflicts and SUE needs as an additional effort is not included in this scope
3. This scope does not include Utility Relocation Design services such as water and wastewater relocation designs.
4. The level of effort is based upon surface drainage improvements only, does not include significant underground drainage structure installations
5. This scope does not include field construction inspection services such as Utility Construction Monitoring, Scheduling or Verification

Task 6 – Subsurface Utility Engineering – SUE A/B (Subconsultant – LTRA)

This proposal involves designating up to 8,000 of toneable utilities along Erskine Street, surveying overhead lines that cross the roadway, and providing up to 30 test holes as requested. Consultant will use record information provided City and franchise utilities to help identify all known utilities. In addition, attempt to obtain information from site personnel.

Task 6.1 – Level B

The scope of work involves designating known utilities by conventional geophysical means crossing the proposed geotechnical locations within the project areas. Utilities that will be marked include franchise and site utilities. Consultant will mark the location of the designated lines in the field using a combination of paint and pin flags. Upon completion of the field designating activities, Consultant will prepare a field sketch of the utilities found. The field

sketch will be developed by using survey data. These will be overlaid upon a base map. The field sketch will be used to determine any conflict with proposed bore locations.

Once all known utilities are designated, Consultant will scan the defined work area(s) to search for unknown utilities. These “unknowns” can be defined as: utilities not shown on available utility record drawings, not known or recollected by site personnel, and have no above ground features in close proximity to the project area. In order to find unknown utilities, Consultant will perform passive and inductive sweeps of the area. These sweeps will be conducted north to south, east to west and diagonally across the project area(s).

Task 6.2 – Level A

Consultant will vacuum excavate up to 30 test holes as requested. If required, additional Test Holes will be completed at additional costs. These areas are assumed to be easily accessible with VacMasters System 4000 vacuum excavation trucks.

Consultant will contact One Call prior to beginning work and will attempt to designate each line prior to completing a test hole. If the line is non toneable, Consultant will dig on the One Call marks. Consultant will open width of test hole 1’ of each side of the center line of the One Call marks attempting to expose the utility. If no utility is found this will be considered a dry hole and counted as a completed test hole. If rock or “dirty backfill” is encountered Consultant will determine if the test hole should be relocated or abandoned.

Task 6 Assumptions:

1. All locations are accessible.
2. Each location will be investigated using both direct and passive geophysical methods to include pipe and cable locators.
3. Geophysical search and records research does not guaranty all utilities will be found. Residential services and irrigation/sprinkler systems are not included in this investigation. Limits of any thrust blocking are also excluded. Non-conductive material utilities, i.e. PVC waterlines may require advanced geophysical methods to designate and are not included in this proposal.

Consultant’s Responsibilities

1. Designate utilities within project limits
2. Scan for unknown utilities
3. Provide a field sketch for use by survey
4. Prepare SUE plan sheets – CADD in Microstation
5. Vacuum excavate up to 30 test holes
6. Provide test hole locations

City Responsibilities

1. Provide any available records information
2. Help coordinate access, if necessary



Task 7 – Real Estate Services

HDR will provide Right of Way Services for Erskine Street Project. The general scope of work will include:

- Project Administration Services
- Title and Closing Services
- Right of Entry Services
- Property Description Survey Services
- Appraisal and Updated Appraisal Services
- Appraisal Review Services
- Negotiations Services for Initial Offers
- Negotiation Services for Final Offers
- Document Control Services and File Management Services
- Relocation Services
- Condemnation Support Services (Pre-Hearing)
- Condemnation Support Services (Post Hearing)

Task 7.1 - Project Administration Services

Communication; HDR will:

- Attend bi-weekly status call meetings
- Maintain current status reports of all parcel and project activities and provide weekly status reports to City Staff.
- Provide schedule of all areas of work indicating anticipated start and end dates.
- Prepare initial property owner list with property owner contact information.

Task 7.2 - Title and Closing Services

- Secure preliminary title reports for each parcel and title report updates as needed.
- Prepare analysis of preliminary title report, as needed, to determine potential title problems and propose methods to cure title deficiencies.
- HDR will provide title curative services necessary to provide clear title to the City.
- HDR will coordinate with the Title Company to obtain an updated title commitment along with other forms required to close parcels with clear title.
- HDR will assist the Title Company, as requested, to provide closing services.
- HDR shall assist the Title Company, as requested, to cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office.

Task 7.3 - Right of Entry Services

- Prepare Right of Entries.
- Request Right of Entries from property owners for property surveys, environmental surveys, Environmental Site Assessments (ESA), cultural resource surveys, and geotechnical investigations, as applicable.

Task 7.4 – Property Description Survey Services

- Provide executed Right of Entry from property owner to the Surveyor.
- Provide copy of preliminary title reports to the Surveyor.
- Coordinate with the Surveyor and property owner for entry into the property for purposes of performing land title surveys.
- Provide review of surveys

Task 7.5 - Appraisal and Updated Appraisal Services

- Appraiser(s) shall provide advance notice of the date and time of their appraisal inspections of the subject property to the HDR's Project Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.
- Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- For the appraisal assignment and on behalf of City coordinate preparation of appraisal report for each parcel to be acquired utilizing City approved form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation as promulgated by the Appraisal Foundation.
- For an updated appraisal, coordinate preparation of an appraisal update for the parcel to be acquired utilizing approved City form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
- All completed appraisals and updated appraisals will be approved by City staff.
- City Staff coordinates with HDR's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. HDR's review appraiser will then coordinate with the appraiser.
- As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- Beyond delivery of Appraisal and updated appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing.

Task 7.6 - Appraisal Review Services

- Review Appraiser must be approved by City.
- Review all appraisal reports acquired utilizing City approved form for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- Prepare and submit to City the appraisal review for each Appraisal to be approved by City.

Task 7.7 - Negotiation Services for Initial Offers

- Analyze appraisal and appraisal review reports and confirm City's approved value prior to making the Initial Offer for each parcel.
- Prepare the initial offer letter, Texas Landowner Bill of Rights, purchase contract, appraisal or market study, and instruments of conveyance approved by City.
- The written initial offer must be sent to each property owner or the property owner's designated representative through Certified Mail-Return Receipt Requested (CMRRR). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- Respond to property owner inquiries verbally and in writing within five (5) business days.
- Prepare a negotiator contact report for each parcel, on City approved form.
- All original documents generated or received by HDR must be delivered to City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- Advise property owner of the counteroffer process. Transmit City Staff any written counteroffer from property owners including supporting documentation, and HDR's recommendation with regard to the counteroffer.

Task 7.8 - Negotiation Services for Final Offers

- Prepare the Final Offer letter, purchase contract, appraisal and instruments of conveyance approved by City.
- The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.
- Respond to property owner inquiries verbally and in writing within five (5) business days.
- Prepare a negotiator contact report for each parcel, on City approved form.
- All original documents generated or received by HDR must be delivered to City. Copies or working file documents may be kept by HDR. Maintain parcel files related to the purchase of the real property or property interests.
- Advise property owner of the counteroffer process. Transmit City Staff any written counteroffer from property owners including supporting documentation, and HDR's recommendation with regard to the counteroffer.

Task 7.9 - Document Control and File Management Services

- Files will be kept in HDR's office. HDR will maintain electronic files for each parcel. Required original documents will be kept by HDR until ROW activities are complete for all parcels.
- Maintain records of all payments for property, closing costs and relocation.
- Maintain copies of correspondence and contacts with property owners.
- HDR will deliver ROW file documents electronically to City.
- HDR will also deliver hard copies of original deeds, and title policies and all original documents signed by the property owner to City, if required.

- The ROW files will be delivered to City after all parcels have been closed by deed or Judgements of Court in Absence of Objections. If a parcel proceeds to the jury trial phase, HDR will deliver ROW files upon Notice of Deposit or otherwise instructed by the City.

Task 7.10 - Relocation Services

- Notify potential displaces of eligibility for relocation assistance.
- Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way. Complete a form similar to TxDOT form ROW-R-96, for displaces.
- Provide 90-Day notice to vacate simultaneous with the delivery of Initial Offer package (if applicable).
- After City has acquired Title to the property, issue a 30-day letter to vacate.
- Prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
- Request moving estimates from moving companies as needed.
- Coordinate moves with displaced business owners, and tenants and moving companies.
- Maintain relocation contact logs.
- When moves exceed \$20,000, submit a moving plan to City for pre-approval.
- Prepare relocation payment claim submissions for displacees on parcel.
- Deliver payments to displacees.

Task 7.11 - Condemnation Support Services (Pre-Hearing Support)

- Upon receipt of a copy of the final offer letter, request an updated title commitment for Eminent Domain.
- Use the information from the Title Commitment to join all interested parties on City approved form.
- Upon completion of City's form, prepare an electronic packet containing the following documents and submit to the City: Initial Offer Package; Final Offer Package; Updated Title Commitment; Supporting Title Documents; Negotiator's Reports; Appraisal Report(s); Appraisal Review; Survey, Counteroffers from Landowner (if applicable); Attorney Representation Letters (if applicable); and any additional parcel correspondence.
- Request an updated appraisal, if requested by City.
- Upon receipt of packet prepared by the City Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, the original petition will be filed with the County Court at Law or other appropriate Court for a cause number to be assigned.
- Record the Lis Pendens including the cause number with the County Clerk's Office and mail required notification letters within three (3) days.
- Coordinate with the Title Company to verify all appropriate parties were named in the petition and that no changes in title have occurred.

- Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the file.
- Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners, Order Setting Hearing, and Notice of Hearing signed by the Commissioners.
- File all originals with the court and send an electronic copy to City Attorney.
- If there is an increase in value due to the updated appraisal, HDR will prepare the revised and final offer and send it to the appropriate parties by CMRRR.
- Coordinate the hearing date with City Staff or consultant to testify as to the need of the property, City Attorney, Appraiser, three Commissioners, a court reporter and owner attorney (if applicable).
- Coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with City Attorney, Appraiser, and City Staff.
- After the Hearing is set, serve Notices of Hearing to the indicated parties at least twenty (20) days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty (60) days after service of the Hearing to prepare. The scheduling of the Hearing must allow for this additional time.
- Once the notices have been served, file the notices with the court and send a copy to City Staff and City Attorney.
- Send a reminder letter 2-3 weeks in advance to the City Attorney, Appraiser, three Commissioners, court reporter, and City Staff concerning Hearing date.

Task 7.12 - Condemnation Support Services (Post Hearing Support)

- After the hearing, prepare written summary of Special Commissioners Hearing and submit to City.
- Obtain the signatures of commissioners on the Award of Commissioners and file with the court for the judge's signature within 48 hours of the Hearing.
- Give timesheets to Judge. The Judge determines the amount paid to the Commissioners.
- Obtain and distribute three signed and file-marked copies of the Award to the City Staff, City Attorney, and Title Company.
- Send the Commitment and the file-marked Award to City Staff to obtain a check for deposit into the courts.
- Deposit City check in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.
- Send written notices of the date of deposit to the City Staff, City Attorney and all interested parties.

Task 7 Assumptions:

HDR has assumed the following:

1. Access to historical information for the ESAs will be available within a reasonable (two week) timeframe.
2. The reports will be prepared in general conformance with ASTM E 1527-13 guidelines.
3. Three Phase I ESA reports will be prepared.
4. Eight separate parcel negotiations with eight separate property owners.

City's Responsibilities:

1. Provide Introduction letter to property owners introducing HDR as their Real Estate Provider.
2. Provide instruments of conveyance, and any other documents required or requested by the City.
3. Provide approval of donations.
4. Provide timely reviews and approval, as applicable, of all documentation submitted to maintain project schedule. Timely decision-making and approval functions associated with acquisition, relocation, administration settlements, mediations, and hearings.
5. Assist, as necessary, in order to obtain the required data and information from other local, regional, State and Federal agencies.
6. Payment of property purchase costs inclusive of land acquisition costs, closing costs, title curative costs, Title Policies, Title research, recording and filing fees, and relocation assistance costs.
7. Furnish personnel to coordinate all aspects of work.

Task 8 – Survey (Subconsultant – Hugo Reed)

Task 8.1 – Establish Project Control

- Establish horizontal and vertical control for this project using available City of Lubbock control information.
- Set minimum of three (3) permanent control monuments per mile.
- Establish horizontal control (NAD83) and vertical control (NAVD88) for monuments using digital level and City of Lubbock control.
- Prepare a signed/sealed survey control sheet in digital format.

Task 8.2 –Right-of-Way Survey

Locate properties and establish existing Right-of-Way

- Data Collection and Property Research
 - Gather existing plat information
 - Collect property owner and record information
 - Gather existing right-of-way and easement information
- Locate section corners to establish alignments
 - Prepare ROW Base Map in digital format to include the following information:

- Location of existing Right-of-Way
- Current recording information
- Adjacent owners name and address (if assigned)
- Available existing platted easements or easements filed by separate instrument including easements provided by utility companies

Task 8.3 –Design Survey

- Detailed topographic and improvement survey along Erskine Street thoroughfare from 500-feet East of Frankford Avenue to 500-feet West of the West line of Shadow Hills Estates, Lots 89 thru 95 & 96-A thru 102-B. When appropriate permissions have been secured the surveyed areas will include 20-feet outside existing Right-of-Way and where applicable proposed Right-of-Way.
- Detailed topographic and improvement survey of the intersections of Erskine Street and Milwaukee Avenue (500-feet North and South).
- Detailed topographic and improvement survey of the intersections of Erskine Street and Frankford Avenue (500-feet North and South).
- Detailed survey of intersecting arterial roadways 300-feet north or south of Erskine centerline.
- Detailed survey of adjacent cul-de-sac's and connecting drainage channel improvements (if any).
- Perform a topographic and improvement survey to identify and locate existing topographic elements within the project corridor shown in Exhibit A, including the following:
 - Topographic cross-sections throughout project limits at 50-foot intervals, at cross streets, driveways, grade breaks, and at additional locations as required
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Visible utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Trees with caliper greater than 6 inches
 - Buildings and permanent structures
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design

Task 8.4 –Develop Digital Support files and 3D Terrain Model

- Prepare the following digital format drawings:
 - Survey drawing showing improvement features located in the design survey
 - Survey points drawing showing survey point locations
 - Right-of-Way drawing showing the location of existing real property boundaries
- Prepare a final 3D topographic drawing in digital format (including 3D points, break lines and contours as well as a tin file) showing the features located in the design survey and an ASCII coordinate file of the points located in the field with feature descriptions.

Task 8.5 – Develop Parcel Exhibits for Right-of-Way Acquisition

- Prepare parcel exhibits suitable for inclusion in Right-of-Way documents (10 parcels anticipated)
- Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - Parcel number
 - Area required
 - Legal description
 - Current owner
 - Easements locatable in the public record.
 - All physical features
 - Metes and bounds description of parcel to be acquired.

Additional Services:

1. Right of Entry services (permission to survey outside the existing ROW is not the responsibility of consultant and could cause delay of efforts)
2. Right of Way acquisition services
3. Subsurface Utility Engineering
4. Utility staking
5. Construction staking
6. Resurvey to reflect changes in ownership since original survey
7. Resurvey to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City acceptance of substitutions proposed by the contractor.

Task 9 – Public Involvement

HDR will public involvement support to facilitate communications to stakeholders and the public regarding the reconstruction of Erskine St. from Frankfort to the City Limits from the existing 2-lane to a proposed 5-lane urban section with shared use path.

The consultant will plan and facilitate one virtual community engagement event before construction begins to share information about the project, inform the public of the project benefits and what to expect during construction.

The Consultant will work with the City of Lubbock to define messaging and key talking points during the public engagement event and will develop materials to convey details and specifications of the project. Materials will include a fact sheet, exhibits depicting the project and cross-section in a clear format the public can understand as well as a presentation to present timeline of the construction and benefits of the project. The consultant will also work with the City of Lubbock to develop a mechanism for the community to sign up for alerts and updates throughout the duration of the project.

Task 10 – Geotechnical Engineering

Task 10.1 – Field Investigation (Subconsultant – Terracon)

Consultant will have eight 15-ft deep borings drilled within or adjacent to Erskine Street east of North Frankford Avenue and two 15-ft deep borings drilled within or adjacent to Milwaukee Avenue (one north and one south of Erskine Street). Soil samples will generally be obtained at about 2.5-ft intervals to the 10-ft depth and at 5-ft intervals thereafter, in general accordance with applicable ASTM standards. Two bulk samples of the soils in the upper 4 feet will also be obtained from auger cuttings. Borings will be backfilled with soil cuttings and/or bentonite pellets and capped off with a similar pavement material to the existing pavement, if drilled through the pavement. Traffic control during drilling will be provided by a traffic control company subcontracted under Terracon and be in accordance with the Manual on Uniform Traffic Control Devices (flagmen, traffic signs and cones), if required.

Task 10.2 – Laboratory Tests (Subconsultant – Terracon)

Laboratory tests will be conducted to determine the pertinent engineering and index properties of the soils encountered. Tests will include Atterberg limits, partial gradation analyses and natural moisture content measurements conducted in general accordance with the applicable ASTM standards. In addition, two California Bearing Ratio tests (ASTM D1883), including two moisture density relationship tests, will be performed on remolded samples from the bulk samples obtained to evaluate the subgrade strength. Soluble sulfate content tests will be performed to evaluate the potential for sulfate-induced heave if lime treatment is used. PI and pH lime series tests will be performed to determine the required amount of lime to treat the soil, if required.

Task 10.3 – Engineering

Engineering analyses of the results of the field and laboratory data will be made to develop flexible and rigid pavement thickness design and construction recommendations. Pavement design will be in accordance with the current TxDOT Pavement Manual or the 1993 AASHTO Design Guide. The subgrade strength for analyses will be estimated from correlations with strength and classification test results. The recommendations will be presented in an engineering report along with supporting field and laboratory data. The report will include the following:

- General subsurface conditions, including boring logs with descriptions of strata, summary of laboratory test results, and water levels obtained at the time of drilling.
- Boring location plan.
- Flexible and rigid pavement thickness design recommendations.
- Recommendations for earthwork including subgrade preparation.
- Discussions regarding methods to help mitigate the effects of the highly expansive clay soils, if encountered.



Task 10 Assumptions:

1. Design 18-kip Equivalent Single Axle Loads for 20-year and 30-year design life will be provided by the City of Lubbock for both flexible and Rigid pavement.
2. Construction materials testing during construction is not included in HDR’s scope of services

Task 11 – Bid Phase Services

HDR will support the City during the Bid Phase of the project. The general scope performed will consist of:

- Preparing advertising documents
- Distribution plans and specifications to contractors and plan rooms
- Attend pre-bid meeting
- Respond to contractor questions (8 RFIs)
- Prepare and distribute addenda
- Review bids and prepare bid tabulation

Project Schedule

The proposed timeline for completion of the major tasks of the Scope of Work is as follows:

Task	Description	Schedule (Months)
1	Project Management and General Items	10
2	Data Collection	1
3	Design Phase Services	
	10% (Schematic) Design Phase	2
	60% Design Phase	3
	95% Design Phase	2
	100% Design Phase	1
4	Illumination Design	
	60% Design Phase	3
	95% Design Phase	2
	100% Design Phase	1
5	Utility Coordination	9
6	Subsurface Utility Engineering (LTRA)	2
7	Real Estate Services	12
8	Survey (Hugo Reed)	1.5
9	Public Involvement	1
10	Geotechnical Engineering	
	Geotech Drilling & Lab (Terracon)	1
	Geotechnical Engineering	2
11	Bid Phase Services	2

Durations are estimated from Task NTP.



Exhibit B

Erskine St. Reconstruction Budget

CITY and ENGINEER have established a not-to-exceed fee of \$1,544,635 to complete services under this Contract, as shown below by major task. This amount will not be exceeded without a contract amendment. As estimated fees for each task are estimates only, CITY and ENGINEER agree to allow redistribution of funds between tasks as appropriate to allow flexibility in providing the needed services within the total not-to-exceed fee. Fees will be billed as a raw salary costs times a multiplier of 3.048 plus direct expenses.

ENGINEER agrees to complete these services as delineated above. Should a change in Scope of Services or Time of Performance be necessary, an amendment to this contract shall be negotiated at that time. The following table summarizes the fee estimated to be required to complete the above scope of services.

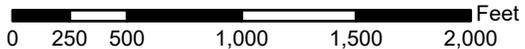
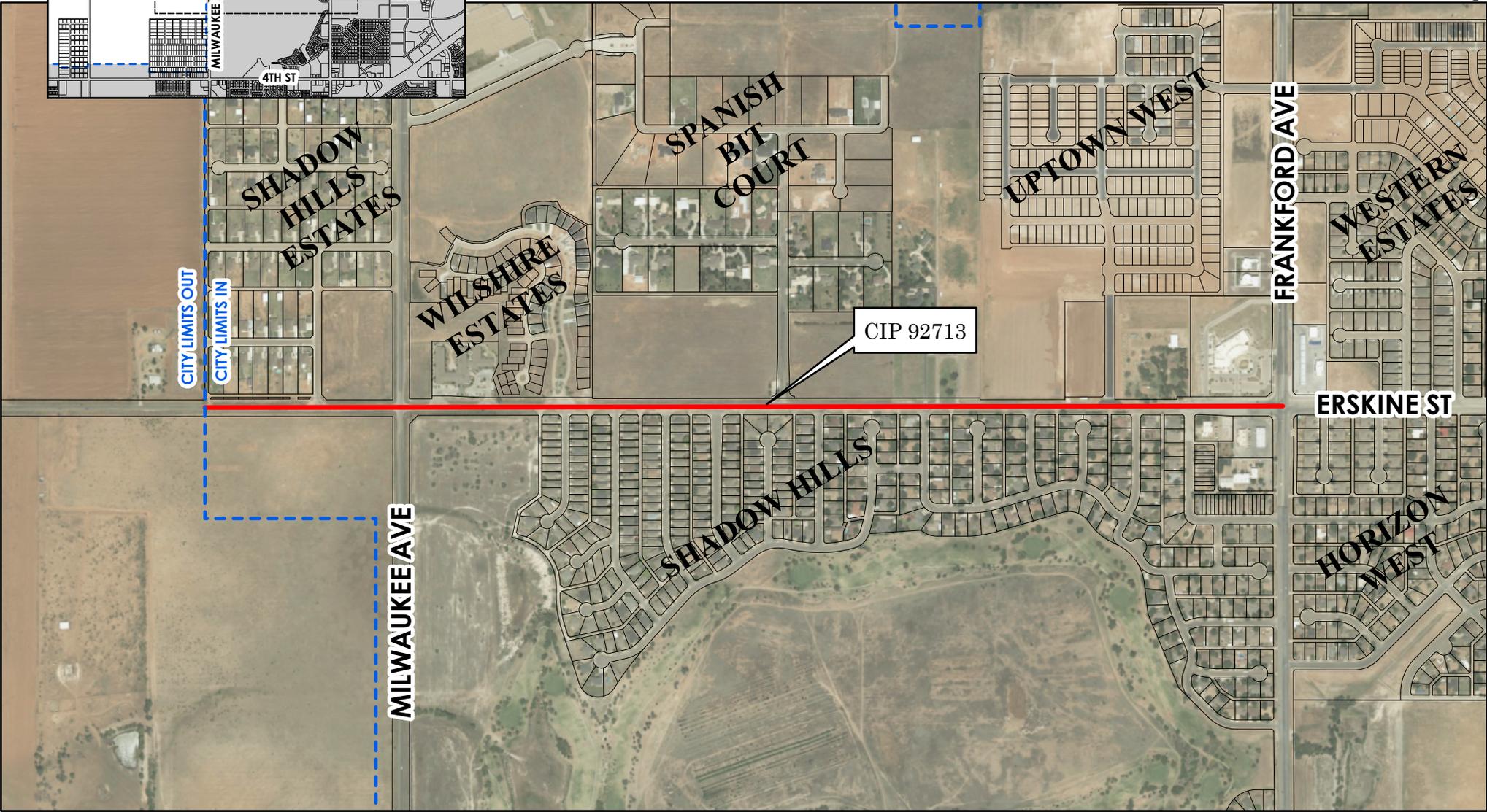
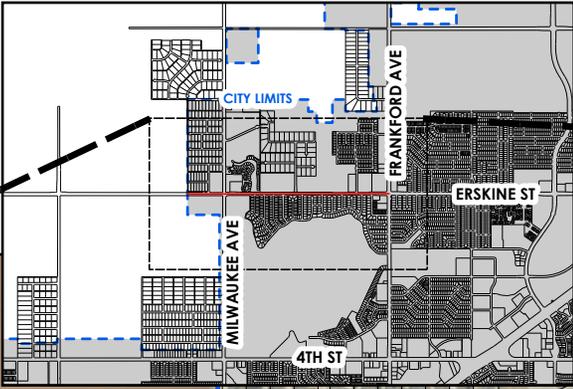
Task	Description	Budget
1	Project Management and General Items	\$ 88,697
2	Data Collection	\$ 28,347
3	Design Phase Services	
	10% (Schematic) Design	\$ 88,392
	60% Design	\$ 326,292
	95% Design	\$ 193,856
	100% Design	\$ 100,383
	Drainage Design Concepts and Model Reviews (Hugo Reed)	\$ 12,160
4	Illumination Design	
	60% Design	\$ 43,126
	95% Design	\$ 25,160
	100% Design	\$ 18,963
5	Utility Coordination	\$ 172,038
6	Subsurface Utility Engineering – SUE A/B (LTRA)	\$ 66,772
7	Real Estate Services	\$ 214,905
8	Survey (Hugo Reed)	\$ 85,140
9	Public Involvement	\$ 7,907
10	Geotechnical Engineering	
	Geotechnical Drilling & Lab Testing (Terracon)	\$ 16,895
	Geotechnical Engineering	\$ 11,855
11	Bid Phase Services	\$ 19,357
	SubTotal	\$ 1,520,245



Direct Expenses	Description	Budget
	Mileage	\$ 9,976
	Postage	\$ 400
	Hotel	\$ 3,900
	Printing	\$ 1,666
	Airfare	\$ 4,800
	Rental Car	\$ 640
	Meals	\$ 1,428
	Certified Letter	\$ 80
	TDLR Review	\$ 1,500
	SubTotal	\$ 24,390

Description	Budget
Design Fee	\$ 1,520,245
Direct Expenses	\$ 24,390
TOTAL	\$ 1,544,635

Erskine Street - CIP 92713



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Digital Orthophotography - April 2020

**City of Lubbock
Capital Project
Project Cost Detail
November 16, 2021**

Capital Project Number:	92713
Capital Project Name:	Erskine Street

	Budget
<i>Encumbered/Expended</i>	
Staff time	\$ 928

<i>Agenda Item November 16, 2021</i>	
Contract 16180 with HDR Engineering, Inc.	1,544,635
<i>Encumbered/Expended To Date</i>	1,545,563

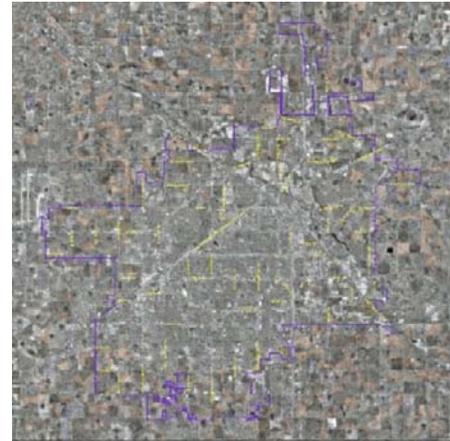
<i>Estimated cost for Remaining Appropriation</i>	
Erskine Street Construction	9,754,437
<i>Remaining Appropriation</i>	-
Total Appropriation	\$ 11,300,000

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This project will fund the paving and improvement of existing local residential and collector gravel roads in existing subdivisions where the roads were never improved by the developer. This project will fund the design and construction of various inadequate transportation elements within these areas of the City including unimproved roadway surfaces, unsafe roadway widths, drainage improvements, street lighting, and ADA compliance.

Project Justification

Areas of the City of Lubbock have existing local residential roadways that are gravel and not improved with a paved surface. These roadways were part of developments where the roads were never improved by the developer. These roadways do not meet the City’s Standard Specifications and this project will help improve mobility and safety in these residential areas.

Project History

\$11,300,000 was appropriated in FY 2020-21, Budget Amendment No. 35, Ord. No. 2020-O0077, July 13, 2021.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Construction	11,300,000	0	0	0	0	0	0	11,300,000
Total Project Appropriation	11,300,000	0	0	0	0	0	0	11,300,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
FY 2021 Tax Supported Revenue CO's	11,300,000	0	0	0	0	0	0	11,300,000
Total Funding Sources	11,300,000	0	0	0	0	0	0	11,300,000

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 15923, with Rink’s Lease Service, Inc., for construction services for the Upland Avenue Water Line Relocation.

Item Summary

The proposed project will relocate roughly 1,100 linear feet of a 16-inch potable water line along Upland Avenue, between Marsha Sharp Freeway and 78th Street, ahead of the Upland Avenue Roadway Expansion Project.

On September 26, 2021, the City of Lubbock released an Invitation to Bid (ITB), seeking qualified contractors to perform construction services for the Upland Avenue Water Line Relocation Capital Improvements Project. In response to ITB-21-15923-TF, three bids were received on October 14, 2021, and were as follows:

Contractor	Price
Rink's Lease Services, Inc., Levelland, Texas	\$349,929.00
TIMCO Blasting and Coating, Inc., Bristow, Oklahoma	\$350,379.96
MH Civil Constructors, Inc., Amarillo, Texas	\$430,000.00

Staff and the Evaluation Committee recommend award of the contract to the low bidder, Rink’s Lease Service, Inc., of Levelland, Texas, in the amount of \$349,929.00. The time for substantial completion is 60 calendar days from the Notice to Proceed, for the contractor to perform construction services.

Fiscal Impact

This contract in the amount of \$349,929.00, is funded in Capital Improvements Project 92454, Water Lines Ahead of Street Paving.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

- Resolution
- Construction Contract
- Location Exhibit
- Budget Detail
- CIP Detail
- Project Summary Sheet

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15923 for Upland waterline relocation as per ITB 21-15923-TF, by and between the City of Lubbock and Rink's Lease Service, Inc., of Levelland, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**BID SUBMITTAL FORM
BID CONTRACT**

DATE: 10/14/21

PROJECT NUMBER: ITB 21-15923-TF, Upland Waterline Relocation

Bid of RINK'S LEASE SERVICE, INC. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 Consecutive Calendar Days** with **final completion** within **120 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **\$750** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$750** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement. Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

**City of Lubbock, TX
Public Works
ITB 21-15923-TF
Upland Waterline Relocation**

Rink's Lease Service, Inc. of Levelland, TX

Item	Description	QTY (+/-)	UoM	Unit Cost	Extended Cost
General					
#1-1	Mobilization - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	\$ 14,960.00	14,960.00
#1-2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	7,720.00	7,720.00
#1-3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	7,720.00	7,720.00
#1-4	Trench Safety - Complete and in place.	1,292	LF	14.00	18,088.00
Water Improvements					
#2-1	Furnish and install 16" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	1,116	LF	186.00	207,576.00
#2-2	Furnish and install 16" steel encasement with 8" C-900 DR-18 pvc pipe by bore, provide all casing spacers as herein specified, including all equipment, tools, and labor to perform work.	72	LF	260.00	18,720.00
#2-3	Furnish and install 10" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	10	LF	355.00	3,550.00
#2-4	Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	74	LF	126.00	9,324.00
#2-5	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, fittings, and labor to perform work.	92	LF	88.00	8,096.00

City of Lubbock, TX
Public Works
ITB 21-15923-TF
Upland Waterline Relocation

Rink's Lease Service, Inc. of Levelland, TX

Item	Description	QTY (+/-)	UoM	Unit Cost	Extended Cost
#2-6	Furnish and install Fire Hydrant, as herein specified, including all fittings, equipment, tools, and labor to perform work.	1	EA	4,590.00	4,590.00
#2-7	Furnish and install 16"x8" Taaping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	6,975.00	6,975.00
#2-8	Furnish and install 16"x6" Taaping Sleeve and valve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	6,230.00	6,230.00
#2-9	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	3	EA	2,130.00	6,390.00
#2-10	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	2	EA	1,690.00	3,380.00
#2-11	Saw cut and remove existing asphalt paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	70	SY	67.00	4,690.00
#2-12	Repair asphalt paving, including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	70	SY	131.00	9,170.00
#2-13	Flowable backfill as approved, complete and in place per Specifications.	50	CY	255.00	12,750.00
				Total: \$	349,929

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$) or a Bid Bond in the sum of _____ Dollars (\$), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

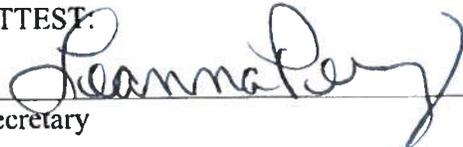
Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: 10/14/21

 Authorized Signature
RANDALL MIDDLETON
 (Printed or Typed Name)

RINK'S LEASE SERVICE, INC.
 Company
PO BOX 456
 Address
LEUELLAND, HOCKLEY
 City, County
TEXAS, 79336
 State Zip Code
 Telephone: 806 - 894 - 7415
 Fax: 806 - 894 - 3491

(Seal if Bidder is a Corporation)

ATTEST:

 Secretary

FEDERAL TAX ID or SOCIAL SECURITY No.
752260405
 EMAIL: RANDALL @ RINKSLS.COM

Bidder acknowledges receipt of the following addenda:
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

M/WBE Firm:	<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input checked="" type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)





As required by SECTION 1, Chapter 2051, SUBCHAPTER D, GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

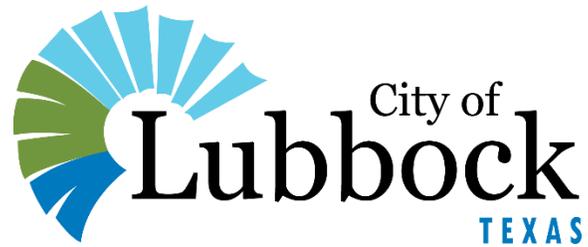
Upland Water Relocation

- Water Mains
- Project Focus
- Streets

**City of Lubbock, TX
Capital Project
November 16, 2021**

Capital Project Number: 92454
Capital Project Name: Water Lines Ahead of Street Paving

	Budget
<i>Encumbered/Expended</i>	92454
Staff Time	\$ 168,908
Advertisement	361
Professional Services	12,737
Water Line Changeout Phase 4 - Contract 14669	1,115,978
Water System Improvements	476,297
Pressure Zone Delineation and Elevated Storage Tank Off-Site Water Lines	321,000
 <i>Agenda Item November 16, 2021</i>	
Upland Water Line Relocate	349,929
<i>Encumbered/Expended To Date</i>	2,445,210
 <i>Estimated Costs for Remaining Appropriation</i>	
AFA and Construction	1,921,128
<i>Remaining Appropriation</i>	1,921,128
Total Appropriation	\$ 4,366,338



Purchasing and Contract Management

Project Summary

ITB 21-15923-TF Upland Waterline Relocation

Notice was published in the Lubbock Avalanche Journal on September 26 & October 3, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire.com from September 26 to October 14, 2021.

4 individuals attended the pre-bid meeting.

35 vendors viewed using Bonfire.com.

35 vendors downloaded the documents.

9 vendors was notified separately.

3 vendors submitted a bid.



Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing an East-Side Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Lee's PDR, LLC, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Alliance.

Item Summary

In November of 2018, the Lubbock City Council authorized the establishment of the Lubbock East Neighborhood Empowerment Zone for the purpose of encouraging redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zone. Through the establishment of the Lubbock East Neighborhood Empowerment Zone, Market Lubbock, Inc. had a geographic boundary within which it would implement its East Side Grant Program.

Lee's PDR, LLC is making improvements to the exterior of their property at 420 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone, as designated by the City of Lubbock. The project will include xeriscaping the East Broadway frontage, paving, and adding a gate. The cost of the project is estimated to be \$12,158 and the requested grant amount is \$6,079. The Market Lubbock, Inc. Board of Directors approved this amount at their October 27, 2021 regular board meeting, and recommend approval by the Lubbock City Council.

Fiscal Impact

The total cost of the project is estimated to be \$12,158, with \$6,079 to be paid upon completion with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Market Lubbock Supporting Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the East Side Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Lee's PDR, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

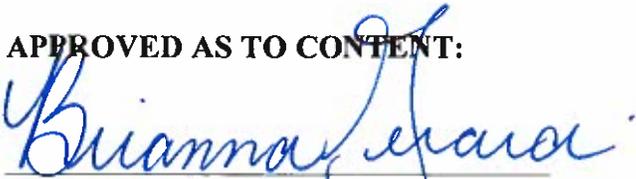
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**RESOLUTION APPROVING LEE'S PDR, LLC
EAST-SIDE FAÇADE GRANT
AT 420 EAST BROADWAY**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, October 27, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

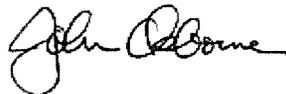
WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Chris Lee, owner of Lee's PDR, LLC, for renovations to the property at 420 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. This property is a multipurpose shop with Chris operating a paint, dent and hail damage vehicle repair shop and Rob Lee, Chris' father, doing metal and wood art fabrication, welding and working with local artist on their projects. The scope of work includes xeroscaping the frontage area of East Broadway including protecting native plants, removing dead trees and removing decades of accumulated debris and litter, paving the front of the property to provide an all season outdoor work area for art projects and converting an existing fence on the front of the building into a 20-foot gate to allow pull-through access to the back of the property for a total of \$12,158 in façade expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Chris Lee, owner of Lee's PDR, LLC, an East-Side Façade Grant totaling \$6,079 for \$12,158 in renovations at 420 E. Broadway, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovate their facility, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Matt Bumstead and Seconded by Director, Mr. James Conwright,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Chris Lee, owner of Lee's PDR, LLC for the renovations at 420 East Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such East-Side Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

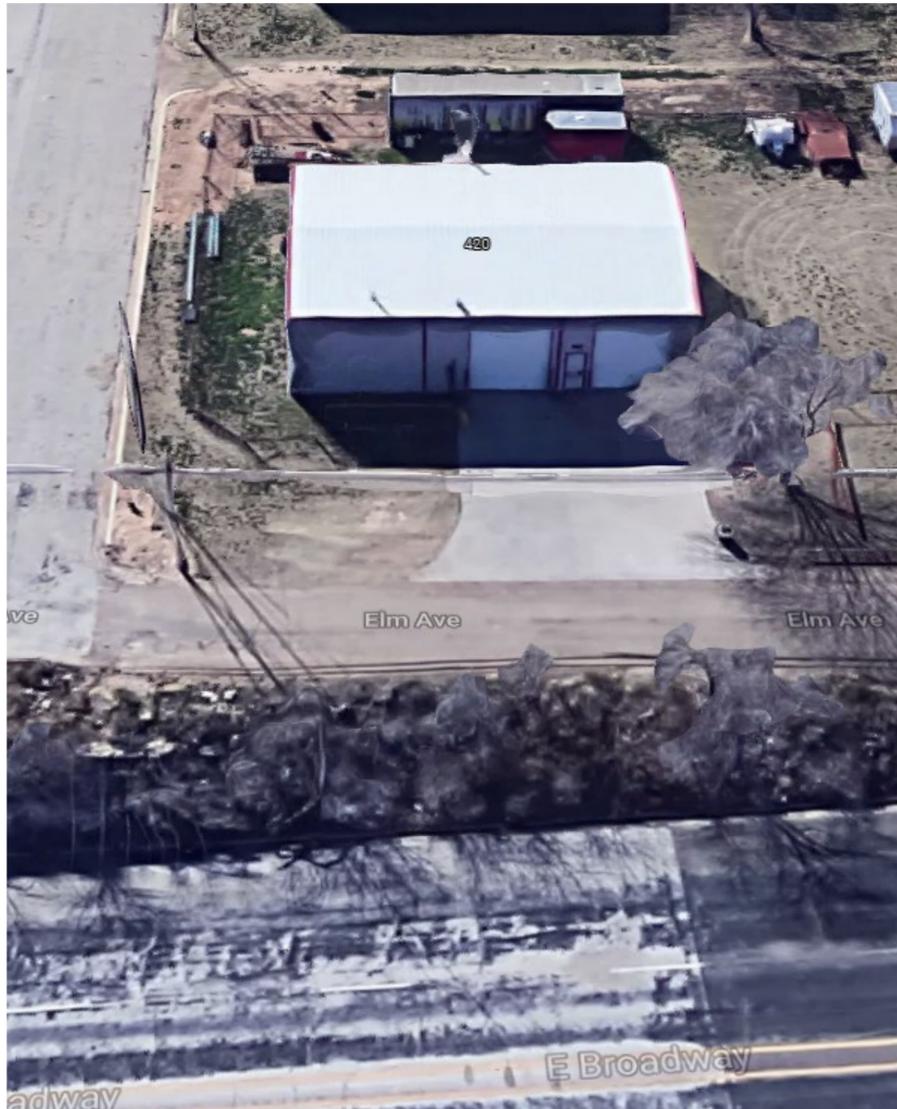


John Osborne, President & CEO



Linda Davis, Secretary

MARKET LUBBOCK, INC. – EAST SIDE GRANT PROGRAM



420 E. Broadway

(Lee's PDR, LLC)

TOTAL FAÇADE SCOPE OF WORK = \$12,158

FAÇADE GRANT = \$6,079



**East Side Grant Program
Presented to MLI Board
October 27, 2021**

Project 420 E. Broadway (Façade)

Lee's PDR, LLC at 420 E. Broadway is making improvements to the exterior of their property, located in the East Lubbock Neighborhood Empowerment Zone, as designated by the City of Lubbock.

Lee's PDR, LLC, owned by Chris Lee, is a paint less dent removal and hail damage vehicle repair shop that has been in business for 10 years. Chris and his father, Rob Lee, purchased 420 E. Broadway almost three years ago. This property is a multipurpose shop. Rob does some metal and wood art fabrication, welding and collaborating with local artists on their projects. The building is also the headquarters for Lubbock Windriders Disc Golf Club. Chris and Rob have been volunteering the design, installation, purchasing of equipment, and maintenance of 3 disc golf courses in cooperation with Parks & Recreation Department for 27 years. This shop is finally a place where they can store and maintain the equipment needed for that service, which centers around Mackenzie Park.

The scope of façade work will include xeroscaping the 100'x25' East Broadway frontage - protect native plants, remove dead trees, trim trees and remove decades of accumulated debris and litter, paving the front of the property to provide an all season outdoor work area for art projects and convert an existing fence on the front of the building into a 20' gate to allow pull-through access to the back of the property for a total of \$12,158 in façade expenses.

The MLI Board is being asked to consider an East Side Façade Grant for Lee's PDR, LLC totaling \$6,079 at 420 E. Broadway.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Christopher J. Lee	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
 Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
 Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- Does the scope of work meet East Side standards and guidelines?
- Are permits required for any aspect of the scope of work?
- Are public improvements required? *NO*
- Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned
 All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received: _____

- Copies of City permits or City approval
- Copy of Current Certificate of Occupancy
- Detailed Construction Bids or Schedule of Values
- Before Picture (prior to construction beginning)
- Architectural Plans (if applicable)
- Architectural Renderings (if applicable)

After completion of construction:

- Certificate of Occupancy or Similar City Document Approving Completion
(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

- PAID Invoices (must reference the approved project)
- Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permissible grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
 - Improvements require a City of Lubbock permit
 - Improvements may be made to the exterior and/or interior of the property
 - Improvements must total a minimum of \$5,000
 - The permissible grant reimburses 10% of approved expenses up to a \$50,000 grant
 - Permittable scope of work that may be considered:
 - HVAC
 - Plumbing
 - Electrical
 - Structural
 - Any other work requiring a City of Lubbock permit
- **Façade Projects**
 - Improvements may or may not require a City of Lubbock permit
 - Improvements must be made to the exterior of the property facing the most prominent street
 - Improvements must total a minimum of \$1,000
 - The façade grant reimburses 50% of approved expenses up to a \$25,000 grant
 - Façade scope of work that may be considered:
 - Painting
 - New windows and doors
 - Signage
 - Landscaping
 - Parking lots
 - Awnings
 - Any other work that improves the appearance of the façade

Signature (not required for electronic submittals): Per JQ follow up

Date: 10.13.21

420 E. Broadway – Before Pictures



thin GREEN line

Environmental Planning & Restoration

3101 77th Street
Lubbock, Texas 79423
Phone 806-928-2115**PROPOSAL**INVOICE #243
DATE: OCTOBER 1, 2021**TO:**Lee's PDR, LLC
420 East Broadway
Lubbock, Texas 79414**FOR:**

Xeriscape 100' of frontage at 420 E Broadway

DESCRIPTION	HOURS	RATE	AMOUNT
Remove 6 dead Siberian Elm Trees. Trim 15 Net-leaf Hackberry Trees and 15 Siberian Elm Trees to allow canopy development. Protect and enhance all existing native grasses, wildflowers, yuccas, and mesquite. Remove all invasive exotic broadleaf weeds. Remove all trash, litter, dead branches, and rubble. Broadcast locally collected native wildflower seeds and lightly disturb soil surface to enhance germination.			\$1,250.00
		TOTAL	\$1,250.00

Guero's Concrete
9120 Hwy 1585
Lubbock, Texas

9/22/2021

Bid for concrete work at 420 E Broadway.

Northeast corner of lot. Convert approximately 1,850 square feet of existing dirt common work area to fiber reinforced concrete.

Excavate and remove soil for new slab. Conform slab profile to existing adjacent slab for drainage to North and East. Reinforce perimeter with rebar. Finish surface to match adjacent area.

$1850 \text{ sq ft} \times \$5.25/\text{sq ft} = \$9,712.50$

Benjamin Guero
806-549-5809

420 East Broadway

10-12-2021

Bid to turn fence into 2 Gates:

The fence from the Northwest corner of the shop to the Northwest corner of the property will be cut down from existing post, and cut in half. Then a 4"x4" 3/16" post will be concreted 3' into the ground on both ends of the opening. A small portion of the existing fence will be used to tie in the two sides to the new post.

The rest of the fence will be hung on heavy duty hinges in two pieces closing in the center. A lockable latch will be fabricated as well as steaks to go in the ground to hold gate in open or closed position.

Price may vary depending on cost of metal since it is Market Price and has been changing so much recently.

Total \$1,195.00

Thanks,

David Moss



Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to BASF Corporation, Inc., pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

BASF Corporation is a foreign, for-profit corporation currently conducting business in the City of Lubbock. They are planning to expand and remodel their existing facility, and to relocate and consolidate assets in California, Arizona, and Texas to their location at 1405 East Loop 289, Lubbock, Texas. This expansion is anticipated to result in the creation of 23 primary jobs, with a target annual compensation of \$1,380,000, or a total of \$6,900,000 over five years. The total capital investment is estimated to be \$1,250,000.

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize BASF Corporation with the following:

- \$161,000 in reimbursement for the cost of the irrigation equipment on approximately 54.8 acres of land
- \$330,000 in reimbursement for the cost of moving BASF's current field trial operations onto the Carlton Property
- 54.8 acres of land, also known as the Eppes Property, which has an estimated value of \$6,875 per acre, or \$376,750
- Conveyance of the Carlton Property, which has an estimated value of \$5,472 per acre, or \$511,632

The LEDA Board of Directors approved these incentives at their October 27, 2021 Regular Board Meeting, and recommend approval by the Lubbock City Council.

Fiscal Impact

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize BASF Corporation with a total capital investment of \$1,250,000 as described in the Item Summary.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Lubbock Economic Development Alliance Board of Directors

Attachments

Resolution
Market Lubbock Resolution
Performance Agreement

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to BASF Corporation, Inc. is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

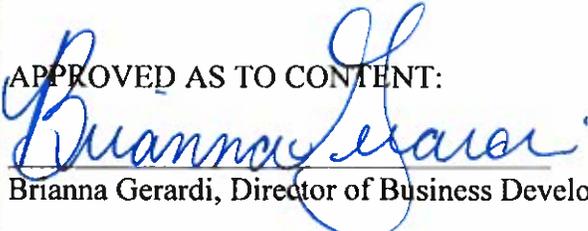
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

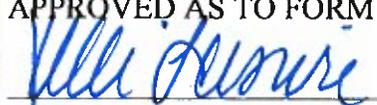
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

RESOLUTION APPROVING BASF CORPORATION

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, October 27, 2021, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to BASF Corporation, Inc. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

LEDA hereby grants BASF a potential capital incentive of \$491,000, with payments to be expressly made under the following terms and conditions:

LEDA agrees to pay BASF the sum of \$161,000 in reimbursement for the cost of the irrigation equipment on the approximate 54.8 acres known as the Eppes Property.

LEDA agrees to pay BASF the sum of \$330,000 in reimbursement for the cost of moving BASF's current field trial operations onto the Carlton Property.

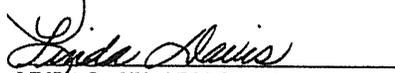
LEDA shall convey approximately 54.8 of land, also known as the Eppes Property, pursuant to the terms and conditions as set forth in the Agreement of Sale and Purchase. LEDA shall also convey the Carlton Property to Recipient at the Closing pursuant to the terms and conditions as set forth in the Agreement of Sale and Purchase.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering capital investment incentive of \$491,000 meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Chris Carpenter, and Seconded by director, Mr. James Conwright, and unanimously approved by all directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with BASF Corporation. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance agreement.


JOHN OSBORNE, PRESIDENT & CEO


LINDA DAVIS, SECRETARY

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

PERFORMANCE AGREEMENT

This Performance Agreement (the “Agreement”) is made effective on October 27, 2021 by and between LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (hereinafter referred to as “LEDA”) and BASF Corporation, a foreign for-profit corporation, (hereinafter referred to as “Recipient”), by and through their duly authorized officers and affiliate organizations under the terms and conditions that follow.

1. **Applicable Law:** It is understood by and between the parties that the term “Act,” as used herein, is intended to mean the Development Corporation Act of 1979, as amended. (Sec 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS.) The parties hereto covenant and agree to comply with the terms of the Act applicable to this Agreement.

2. **Parties:**

- A. LEDA, a Texas non-profit corporation as well as a tax exempt 501(c) 4 entity, was created by the City of Lubbock, Texas, as an Industrial Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas, to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

- B. Recipient is preparing a new “Project” which shall include the expansion and remodel of an existing facility and the relocation and consolidation of assets from California, Arizona and South Texas to the facility located at 1405 East Loop 289, Lubbock, Texas, (NAICS 541700). Its business project is anticipated to result in 23 new Primary Jobs for the City of Lubbock with a Target Annual Compensation of \$1,380,000, in the aggregate, or a total of \$6,900,000 over five years. Total capital investment is estimated to be \$1,250,000.

- C. Recipient is a foreign, for-profit corporation authorized to do business in Texas.

3. **Purpose:** The purpose for this Agreement is to formalize the agreements between LEDA and Recipient for the payment of certain costs associated with Recipient's Project and specifically state the covenants, representations of the parties, and the incentives associated with Recipient's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Board of Directors of LEDA as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by Recipient may constitute a breach of the entire Agreement and terminate any further commitments by LEDA.

LEDA  BASF 

4. **Definitions:**

- A. The “Act” shall refer to the Development Corporation Act of 1979, as amended, as Sec 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS.
- B. “LEDA” shall refer to Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation, created by the City of Lubbock as an “Industrial Development Corporation,” pursuant to the Act.
- C. “Recipient” shall refer to BASF Corporation, a foreign for-profit corporation authorized to do business in Texas, and the Recipient party to this Agreement.
- D. “Project” shall mean the project identified in Paragraph 2B, above.
- E. “Recipient Request” may include the identification of the cost of the project by Recipient to the facility or other purpose within Section 2(4) of the Act.
- F. “Measurement Date” shall mean the date upon which the determination is made as to whether Recipient is in compliance with this agreement. Measurement Dates shall be:
(1) Year One - one calendar year following the closing date on the Eppes Property
(2) Year Two – one calendar year following Year One.
- G. “Term”, as used herein, shall begin with the Start Date of the execution of this Agreement, and terminate at the end of Year Two, unless earlier breached by Recipient’s failure to perform.
- H. “Eppes Property” is defined as approximately 54.8 acres identified in the Agreement of Purchase and Sale set forth in Exhibit A.
- I. “Carlton Property” is defined as approximately 93.5 acres identified in the Agreement of Purchase and Sale set forth in Exhibit A.
- J. “Payback Provisions” shall mean forfeiture of all unspent incentives in accordance with the terms of this Agreement.
- K. “Layoff” is defined as an event, due to adverse or changing business conditions, that result in the loss of employment and shall exclude loss of employment due to casualty at the Project if the Recipient chooses to rebuild the Project. Employees meeting this definition shall have lost their jobs through no fault of their own.
- L. “Closing” shall be the act LEDA’s conveyance of the Eppes Property and the Carlton Property in exchange for Recipient’s payment as more particularly described in the Agreement of Purchase and Sale set forth in Exhibit A.

5. **Representations of Recipient:**

- A. Recipient represents that it will utilize the incentive provided towards costs involved and associated with the Project.
- B. Recipient represents that it is authorized to do business in Texas and has authorization to enter into this Agreement on its behalf.
- C. Recipient represents that it has sought from LEDA economic assistance pursuing Recipient's Project.
- D. Recipient represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act and understands the reporting requirements of the Act, as well as all conditions precedent and subsequent as required to be eligible for the incentives offered by LEDA, including the Payback Provisions.
- E. Recipient represents that it acknowledges that its failure to perform any reporting requirements within a reasonable period of time after the request is made could result in payment adjustments.
- F. Recipient understands and agrees that any variations as to any term of this Agreement or any terms or conditions of the incentives as stated must be mutually agreed to in written supplements or addenda since no oral agreements, amendments, or representations will be binding on either party.
- G. Recipient agrees to participate in any LEDA sponsored wage and benefit surveys, as well as any marketing materials that focus on economic development for the City of Lubbock.

6. **Representations by LEDA:**

- A. LEDA represents that it is established as an Industrial Development Corporation under the Act and further represents that the costs applied toward Recipient's Project as stated in this Agreement have been found by the Board of Directors of LEDA sitting as fact finders have determined the Project to be in compliance with the requirements and purposes of the Act, the provisions of LEDA's charter, as well as for the benefit of the City of Lubbock, Lubbock County, Texas, and trade area.
- B. LEDA represents that it has authority to enter into this Agreement. LEDA understands and agrees that any variation in terms of this Agreement or the incentives offered to Recipient or commitment by Recipient will only be binding if mutually agreed to in writing.

7. **Capital Incentive to be Awarded and Terms of Award:**

LEDA hereby grants to Recipient a potential capital incentive of \$491,000, with payments to

be expressly made under the following terms and conditions:

- A. LEDA agrees to pay Recipient the sum of \$161,000 in reimbursement for the cost of the irrigation equipment on the approximate 54.8 acres known as the Eppes Property, within thirty (30) days of BASF Recipient presenting invoices associated with the cost of the irrigation equipment. BASF is responsible for any cost exceeding \$161,000 for the cost of the irrigation equipment.
- B. LEDA agrees to pay Recipient the sum of \$330,000 in reimbursement for the cost of moving BASF's current field trial operations onto the Carlton Property, within thirty (30) days of BASF Recipient presenting invoices associated with the cost of moving BASF's current field trial operations onto the Carlton Property. BASF is responsible for any cost exceeding \$330,000 for the cost of the changes required on the Carlton Property to allow BASF field trial operations.

8. **Conveyance of Real Property:**

A. Eppes Property

a. LEDA shall convey approximately 54.8 of land, also known as the Eppes Property, pursuant to the terms and conditions as set forth in the Agreement of Sale and Purchase attached as Exhibit A. Such conveyance shall take place at Closing on or before December 15, 2021. The obligation and rights of Recipient under this Agreement shall be conditioned upon the parties closing on the transfer under the Agreement of Sale and Purchase.

b. The value of the Eppes Property at the time of conveyance from LEDA to Recipient is stipulated to be \$376,750 (\$6,875/per acre) of land. It is acknowledged and agreed that the net Fair Market Value of the land, \$176,750, shall not be required to be paid by Recipient, except for Payback Provisions set forth in Section 11 of this Agreement.

B. Carlton Property

a. In addition to its conveyance of the Eppes Property, LEDA shall also convey the Carlton Property to Recipient at the Closing pursuant to the terms and conditions as set forth in the Agreement of Sale and Purchase attached as Exhibit A. The obligation and rights of Recipient under this Agreement shall be conditioned upon the parties closing on the transfer under the Agreement of Sale and Purchase.

b. The value of the Carlton Property at the time of conveyance from LEDA to Recipient is stipulated to be \$511,632 (\$5,472/per acre) of land.

C. The Purchase Price is \$200,000 for the Eppes Property and Carlton Property combined.

9. **AS IS PROVISION.** The deed to the Property shall include the following "as-is" provision:

LEDA  BASF 

THIS CONVEYANCE IS AN ARMS-LENGTH CONVEYANCE BETWEEN THE PARTIES. THE CONVEYANCE WAS BARGAINED ON THE BASIS OF AN AS IS, WHERE IS TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT BETWEEN THE PARTIES ("PERFORMANCE AGREEMENT").

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT, THE PROPERTY IS CONVEYED TO GRANTEE IN AN AS IS, WHERE IS CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED, EXCEPT THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT.

GRANTEE SPECIFICALLY ACKNOWLEDGES THAT BY ACQUIRING THE PROPERTY, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LEDA, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, OTHER THAN THOSE SET FORTH IN THE PERFORMANCE AGREEMENT.

10. **Conditions for Payment of Incentives and Conveyance of Real Property:** It is specifically agreed and understood by and between the parties that LEDA has agreed to make the project payments and conveyance to Recipient strictly upon the following terms and conditions:

- A. Any use of LEDA's name for publicity in connection with Recipient's business or activities must be approved in advance by LEDA. It is understood that LEDA may make known its contributions to Recipient in whatever public manner LEDA deems appropriate.
- B. Recipient must maintain a business location in the City of Lubbock or Lubbock County for 5 years following the execution of this Agreement and its legal status under federal and state law duly and remain qualified to do business in the State of Texas.
- C. The operations or activities of Recipient and its employees shall be performed and conducted in a professional and businesslike manner and shall be in keeping with federal and state laws and regulations, and any ordinances of the City of Lubbock and/or governmental entities which may have jurisdiction over operations and activities.
- D. Recipient certifies that the Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a

LEDA  BASF 

violation under 8 U.S.C. § 1324a(f), Recipient shall repay the amount of the public subsidy provided under this Agreement, with interest at the legal pre-judgment interest rate, with attorney's fees, not later than the 120th day after the date LEDA notifies Recipient of the violation.

- E. Any information obtained by LEDA or its agents or assigns during negotiations leading up to the execution of the Agreement or otherwise about the business, have or will be returned upon the execution of this Agreement, subject to a right to a continuing examination by LEDA in order to comply with LEDA's reporting obligations, if any. Such information shall be considered confidential and beyond the scope of any Open Records request as proprietary information.
- F. Recipient will notify LEDA in writing within three (3) business days of any lay-off or reduction in force greater than 20% of the existing workforce. The notification must include the number of employees being laid off, their job titles, the reasoning for the lay-off, and what the company is doing to assist the laid off employees. Likewise, if an announcement is made that the Recipient is closing its doors and ceasing business operations during the review of job creation incentives, LEDA, in its sole discretion, may elect to suspend payment to Recipient.

11. Payback Provisions and Events of Default: Recipient acknowledges that LEDA and Recipient are required to remain in conformance with the statutory provisions of the Act. The parties hereto agree that in the event Recipient fails to comply with the provisions of this Agreement, including but not limited to Paragraphs 5E and 10C, and after written notice and failure to cure the violation, then LEDA, in its sole discretion, may terminate this Agreement and permanently suspend all future payments to Recipient.

- A. Upon conveyance of Real Property reference in Section 8.A., the Recipient has provided to LEDA an estimated capital investment cost of \$1,250,000 in the form of expansion of activities and equipment at Recipient's East Loop Research Station to be invested any time prior to the end of Year Two. LEDA based its decision to grant incentives to Recipient partly upon such capital investment.
 - a. If Recipient fails to provide written confirmation that the construction of the irrigation lines on the Eppes Property are completed by the end of Year Two, Recipient will be obligated to repay to LEDA the \$161,000 capital investment incentive.
 - b. If Recipient's actual capital investment amounts are significantly lower (20% or greater) than the estimated capital investment at the end of Year Two, LEDA may demand the sum of \$4,400 for every \$25,000 of capital investment below \$1,000,000. Capital investment will be measured and confirmed by documentation from Recipient on company letterhead indicating the amount of capital investment that was either relocated to or purchased for the Project, which may include expenditures made prior to the date of this Agreement.
- B. Additionally, Recipient agrees to maintain a business presence in Lubbock for at least 5 years and to expand and remodel the existing activities and operations as well as relocate and consolidate a portion of Recipient's assets from California, Arizona and

South Texas to the facility located at 1405 East Loop 289, Lubbock, Texas

- a. If Recipient fails to provide written confirmation on company letterhead of increased employment, increased capital investment or increased research activity by the end of Year Two, Recipient will be obligated to repay to LEDA the \$330,000 capital investment incentive.
- b. If Recipient's actual capital investment amounts are significantly lower (20% or greater) than the estimated capital investment at the end of Year Two, LEDA may demand the additional sum of \$12,800, (\$4,400 plus \$12,800) for a total of \$17,200 for every \$25,000 of capital investment below \$1,000,000, as referenced in section 11. A.
- C. Notwithstanding the foregoing, Recipient's respective liability arising out of this Agreement shall not exceed the value of the land incentive, in potential payback to LEDA.

12. Assignment, Merger, and Termination Due to Merger, Etc.: This Agreement shall not be assignable, either in whole or in part. Termination as the result of assignment or merger or change in business form shall not disqualify the remaining or new entity from applying to LEDA for new incentive consideration.

13. No Privity of Endeavor Nor Joint Venture: It is specifically agreed that there shall be no privity of endeavor nor joint venture whatsoever between LEDA and Recipient and the sole connection between the parties is the contribution of the economic assistance by LEDA under the restricted conditions as set forth herein and that such contributions as stated herein are for the sole purposes as set forth herein and it shall in no way be construed as a continuing basis of financial support by LEDA to Recipient. The parties hereto have entered into this Agreement in an arms-length transaction. No agency relationship or fiduciary relationship is intended to be created by this Agreement and no such relationship shall be determined to exist.

14. Good Faith -Normal Business Operations: The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that which relates to this Agreement in accordance with their normal business operations.

15. Miscellaneous Provisions:

- A. Notices: For the purposes of any notices to be given, pursuant to the terms of this Agreement, the parties shall use the following addresses, or any other address as may be changed by the parties, upon written notice to the other party, as follows:

(1) John Osborne
CEO and President

LEDA  BASF 

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.
1500 Broadway, 6th Floor
Lubbock, TX 79401

(2) With a copy to:
Ann Manning
Attorney at Law
UNDERWOOD LAW FIRM
P.O. Box 16197
Lubbock, Texas 79490

(3) With a copy to:
Frederick Moore
Vice President, Head of Trait Development
BASF Corporation
1405 E Loop 289
Lubbock, Texas 79403

with copy to:

BASF CORPORATION
Attn: Real Estate Department
100 Park Avenue
Florham Park, New Jersey 07932

Notices shall be deemed to be given upon the placing in the United States Mail, Certified Mail, Return Receipt Requested, to the above-described addresses or as may be changed, pursuant to the terms and conditions hereof.

- B. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, including, without limitation, the provisions of Section 9 of this Agreement, nothing in this Agreement shall or may be deemed to be or shall or may be construed to be, a waiver or relinquishment of any immunity, defense or tort limitation to which LEDA and the City, its elected officials, its officers, employees, representatives and agents are or may be entitled, including without limitation, any waiver of immunity suit.
- C. Venue: Governing Law. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in the City of Lubbock, Lubbock County, Texas. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Lubbock County, Texas and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed

LEDA  BASF 

in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof. Recipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action, or proceeding, any claim that (i) it is not subject to such venue or the jurisdiction of the courts of Lubbock County, Texas, (ii) the suit, action, or proceeding is brought in an inconvenient forum or (iii) the venue of the suit, action or proceeding is improper.

- D. Entire Agreement: This instrument constitutes the entire agreement between the parties hereto and neither this Agreement nor any of the Exhibits attached hereto, if any, can be altered, changed, or amended in any respect except by an instrument in writing duly executed by both parties.
- E. Partial Invalidity: In the event that any portion of this Agreement should be found or declared to be invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties. The parties agree that it is their intent for this Agreement to be determined as being an indivisible obligation of the parties.
- F. Binding Effect: This Agreement shall be binding upon the undersigned, their successors and assigns, subject to the express terms of this Agreement concerning assignment.
- G. Force Majeure: If any default or performance of any other covenant or term of this Agreement is delayed by reason of strike, riots, shortages of labor, materials, supplies, or transportation, war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire, or other casualty, or any other circumstances beyond a signatory party's control, then the duty to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated above or not, is excused during the delay period.
- H. Time is of the Essence: The parties agree that time is of the essence in the execution of this Agreement.

EXECUTED in multiple counterparts, each of which is an original, on this 27 day of October, 2021.

LUBBOCK ECONOMIC DEVELOPMENT
ALLIANCE, INC.


John Osborne, CEO and President

 LEDAC  BASF

ATTEST: Katelyn

RECIPIENT:

BASF Corporation

Frederick Moore

Frederick Moore

ATTEST: Tom Speed

LEDA BASF



Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order 25300004, with Oshkosh Airport Products, LLC, for the Aircraft Rescue and Fire Fighting Vehicle at Lubbock Preston Smith International Airport.

Item Summary

The Aircraft Rescue and Fire Fighting (ARFF) vehicle will replace an existing vehicle that is reaching its maximum useful service life. Lubbock Preston Smith International Airport is certificated under Part 139 and requires this vehicle and equipment to maintain the ARFF index and continue to meet the response requirements of Part 139.

In response to ITB 21-16075-MA, one bid was received from the following company:

Company	Amount
Oshkosh Airport Products, LLC, Neenah, Wisconsin	\$873,721

Airport staff and the Airport Advisory Board recommend the contract award to Oshkosh Airport Products, LLC of Neenah, Wisconsin, for the Aircraft Rescue and Fire Fighting (ARFF) Vehicle at Lubbock Preston Smith International Airport. Estimated time of arrival is 365 days.

Fiscal Impact

Purchase Order 2530004 for \$873,721, will be funded from Capital Improvement Project 92717.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

- Resolution - Oshkosh
- PO 25300004 - Oshkosh
- Waiver for ARFF Vehicle
- Project Summary- ARFF Vehicle
- Budget Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25300004 per ITB 21-16075-MA for the purchase of an aircraft rescue and firefighting vehicle, by and between the City of Lubbock and Oshkosh Airport Products, LLC, of Neenah, WI and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

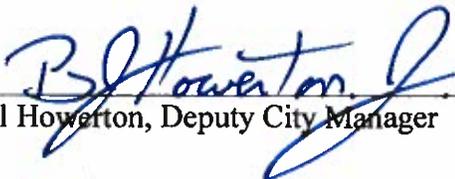
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

ccdocs/RES.PurchaseOrd 25300004 airport vehicle
10.15.21



PURCHASE ORDER

Page - 1
Date - 10/14/2021
Order Number 25300004 000 OP
Branch/Plant 92717

TO: OSHKOSH AIRPORT PRODUCTS LLC
7747 COLLECTION CENTER DRIVE
CHICAGO IL 60693

SHIP TO: CITY OF LUBBOCK LUBBOCK
PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/14/2021 Freight
Requested 10/14/2021 Taken By YBUSBY
Delivery PER L HEIEN REQ 57975 ITB-16075-MA

If you have any questions contact Laura Neien:lneien@mylubbock.us Phone 806-775-3129

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Oshkosh Striker 4x4, 1.000, 873,721.0000 EA, 873,721.00, 11/01/2022

Vehicle

Total Order

Terms NET 30

873,721.00

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- \$1,000,000
General Aggregate.
To include products of complete operations endorsement
Automotive Liability- Combined Single limit for Any Auto -
\$1,000,000

Worker's Compensation Amounts- \$500,000 or Employer's
Liability - \$1,000,000. Cargo \$1,000,000. Copies of
endorsements are required.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.

This purchase order encumbers funds in the amount of \$873,721.00 awarded to Oshkosh Airport Products, LLC Neenah, WI, on 10/14/2021. The following is incorporated into and made part of this purchase order by reference contract: ITB 21-16075-MA from Oshkosh Airport Products, LLC Neenah, WI. Resolution#

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

OSHKOSH AIRPORT PRODUCTS, LLC

ISO 9001:2015 CERTIFIED

1515 County Road O
Neeah, WI 54956



QUOTATION

Date: 9/30/21

Customer: Marta Alvarez
Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, TX 79401

Delivery: Maximum 365 Days After Receipt of Order

Payment Terms: Net 30 Days

Freight Terms: FOB Lubbock Preston Smith International Airport

Bid Number: **ITB 21-16075-MA**

QTY	DESCRIPTION	TOTAL PRICE
1	Oshkosh Striker 4x4 1500 Gallon ARFF Vehicle with Snuzzle HRET Meeting the specification requirements of ITB 21-16075-MA	\$ 873,721.00

Bid Price in Words: *Eight Hundred Seventy Three Thousand Seven Hundred Twenty One Dollars.*

Signature:

A handwritten signature in blue ink, appearing to read "Dustin Raddatz", is written over a horizontal line.

Dustin Raddatz
Requirements Manager
(920) 215-5127
draddatz@airport.oshkoshcorp.com

Remittance address:

Oshkosh Airport Products, LLC
7747 Collection Center Drive
Chicago, IL 60693



FAA
Office of Airports Planning and Programming

October 4, 2021

Mr. Dustin Raddatz
Oshkosh Airport Products
1515 County Road O
Neenah, Wisconsin 54956
DRaddatz@airport.oshkoshcorp.com

Ms. Kelly Campbell
Executive Director of Aviation
City of Lubbock
5401 North Martin Luther King Boulevard, Unit 389
Lubbock, Texas 79403
KCampbell@mail.ci.lubbock.tx.us

RE: Request for FAA Project Specific Buy American Preference Waiver for Stryker 4x4 ARFF Vehicle for use on Airport Improvement Program Grant Award 3-48-0138-045-2020

Dear Mr. Raddatz:

Thank you for your interest in the Federal Aviation Administration (FAA) Buy American Preference.

The FAA has completed its review and analysis of the Product Content Percentage worksheet and Product Final Assembly Questionnaire in consideration of your request for a Type III Buy American waiver for the Stryker 4x4 ARFF Vehicle under 49 U.S.C. §50101(b)(3) for use on AIP award 3-48-0220-046-2020 for Lubbock Preston Smith International Airport, Lubbock, Texas.

Based on the documents you submitted, it appears that the cost of components and subcomponents produced in the United States (U.S.) is more than 60% of the cost of all the product's components and final assembly occurs in the U.S.

The FAA approves a project specific Type III waiver for Stryker 4x4 ARFF Vehicle. Be advised that this waiver is limited to this specific product for this AIP airport project.

This approved waiver is scheduled for a publication on the FAA Buy American webpage, where it shall be open ten days for public comment, and then added to the list of Project Specific Buy American Waivers.

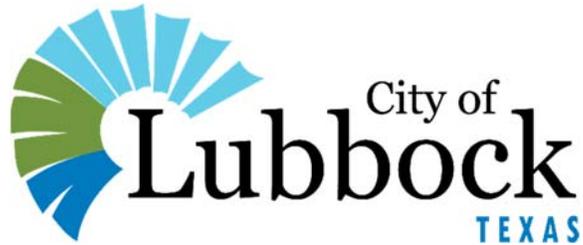
Please contact me should you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Ben Guttery".

Ben Guttery
Management & Program Analyst

Cc: File



Purchasing and Contract Management

Project Summary

ITB 21-16075-MA Aircraft Rescue and Fire Fighting (ARFF) Truck Replacement

Notice was published in the Lubbock Ava Journal August 29, 2021 and September 5, 2021

Notice was published on the Purchasing Web Site under Bid Opportunities

Notice was published on Bonfirehub.com from April 27, 2021 through September 6, 2021

Notice was published on BidSync.com from April 27, 2021 through September 16, 2021

36 viewed using Bonfirehub.com

34 viewed using BidSync.com

10 Vendors downloaded the documents.

7 Vendors were notified separately.

1 Vendor submitted a bid.

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 16, 2021**

Capital Project Number: 92717
Capital Project Name: Replace ARFF Vehicle

	<u>Budget</u>
<i>Encumbered/Expended</i>	<u>\$ -</u>
 <i>Agenda Item November 16, 2021</i>	
ARFF Vehicle Purchase - Oshkosh Airport Products	<u>873,721</u>
<i>Encumbered/Expended To Date</i>	<u>873,721</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Contingency	<u>1,279</u>
<i>Remaining Appropriation</i>	<u>1,279</u>
 Total Appropriation	 <u>\$ 875,000</u>



Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 16053, with The Wilson Group, Inc., for glass replacement at Lubbock Preston Smith International Airport.

Item Summary

The airport terminal building is in need of glass replacement. The intent of this project is to replace the terminal building window glass panes that have been identified as being broken, fogged, or mismatched with new panes of glass that will match the existing panes. Approximately 201 glass panes will be replaced out of 2,051 total glass panes.

In response to ITB 21-16053-TF, bids were received on October 14, 2021, from the following companies:

Company	Amount
The Wilson Group, Inc., Kansas City, Missouri	\$447,663
Johnson General Contractors Group LLC, Lubbock, Texas	\$635,017

The contract is awarded by the unit price. The total amount of the award is based on expected quantities and actual expenditures may be more or less depending on actual quantities installed. The price per unit will not change.

Airport staff and the Airport Advisory Board recommend contract award to The Wilson Group, Inc., of Kansas City, Missouri, for \$447,663, for the Airport Glass Replacement at Lubbock Preston Smith International Airport. Completion time for the project is 205 consecutive calendar days.

Fiscal Impact

This contract for \$447,663 for Airport Glass Replacement, will be funded from Capital Improvement Project 92361.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - The Wilson Group
Contract 16053 The Wilson Group
Budget Detail

CIP Detail

Project Summary

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 16053 for Lubbock Preston Smith International Airport glass replacement as per ITB 21-16053-TF, by and between the City of Lubbock and The Wilson Group, Inc., of Kansas City, MO, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

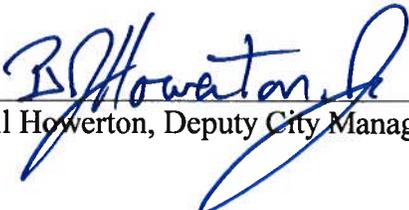
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

REVISED
BID SUBMITTAL FORM
BID CONTRACT

DATE: October 7, 2021

PROJECT NUMBER: ITB 21-16053-TF, Lubbock Preston Smith International Airport Glass Replacement

Bid of The Wilson Group, Inc. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **205 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$25** for each consecutive calendar day after substantial completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **30** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him.

City of Lubbock, TX
LPSIA
ITB 21-16053-TF
Lubbock Preston Smith International Airport Glass Replacement

The Wilson Group, Inc. of Kansas City, MO

Item	Description	Qty (+/-)	UoM	Unit Cost	Extended Cost
#0-1	Remove and Replace Size A Glass Pane - Approx. Size (48" x 101", WH)	144	EA	\$ 2,227.00	320,688.00
#0-2	Remove and Replace Size B Glass Pane - Approx. Size (48" x 51", WH)	45	EA	2,227.00	100,215.00
#0-3	Remove and Replace Size C Glass Pane - Approx. Size (48" x 24", WH)	7	EA	2,227.00	15,589.00
#0-4	Remove and Replace Size D Glass Pane - Approx. Size (74" x 101", WH)	1	EA	2,263.00	2,263.00
#0-5	Remove and Replace Size E Glass Pane - Approx. Size (52" x 51", WH)	4	EA	2,227.00	8,908.00
				Total: \$	447,663

REVISED

Enclosed with this bid is a Cashier's Check or Certified Check for

5% of the total amount of bid Dollars (\$) or a Bid Bond in the sum of Dollars (\$22,383.00), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: October 7, 2021

Jordan Wilson
Authorized Signature
Jordan Wilson, President
(Printed or Typed Name)

The Wilson Group, Inc.
Company
13510 Oak Street
Address
Kansas City, Jackson
City, County
Missouri, 64145
State Zip Code
Telephone: 816 - 537-0212
Fax: 816 - 605-1555

(Seal if Bidder is a Corporation)

ATTEST:

[Signature]
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 09/21/21
Addenda No. 2 Date 09/29/21
Addenda No. 3 Date 10/4/21
Addenda No. Date

FEDERAL TAX ID or SOCIAL SECURITY No.
43-1884779
EMAIL: jordan@thewilsongroupinc.com

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

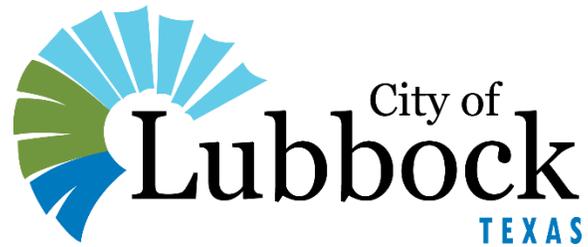
**City of Lubbock, TX
Capital Project
Project Cost Detail
November 16, 2021**

Capital Project Number: 92361
 Capital Project Name: Terminal Building Improvements

	Budget
<i>Encumbered/Expended</i>	
RS&H Amendment #7 (original design development)	\$ 1,496,751
RS&H Amendment #8 (additional scope)	439,992
Hensel Phelps (preconstruction fee)	172,387
Kutchins & Groh (independent fee analysis)	4,525
Kutchins & Groh (independent fee analysis)	5,131
Procurement Expense	204
RS&H Amendment #11 (construction admin-GMP#1)	215,371
Hensel Phelps Amendment #1 (GMP#1)	4,221,550
Hensel Phelps Amendment #2 (GMP#2)	32,467,367
RS&H Amendment #12 (construction admin GMP#2)	2,997,888
Kutchins & Groh (independent fee analysis)	4,400
Par Kut International (deposit)	4,498
Arconas Corporation (gate counter podium w/ glass)	14,569
Par Kut International (6ft x 12ft building with canopy)	17,992
Procurement Expense	860
Procurement Expense	230
RS&H Amendment #6 (additional scope)	119,580
 <i>Agenda Item November 16, 2021</i>	
The Wilson Group (glass replacement)	447,663
<i>Encumbered/Expended To Date</i>	42,630,958
 <i>Estimated Costs for Remaining Appropriation</i>	
Contingency	3,092,559
<i>Remaining Appropriation</i>	3,092,559
Total Appropriation	\$ 45,723,517

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Airport Capital Project Fund	1,177,761	0	0	0	0	0	0	1,177,761
Federal Grant Funding	18,088,646	0	0	0	0	0	0	18,088,646
FY 2014 Airport Revenue CO's	204,489	0	0	0	0	0	0	204,489
FY 2015 Airport Revenue CO's	2,342,250	0	0	0	0	0	0	2,342,250
FY 2015 PFC Revenue CO's	381,729	0	0	0	0	0	0	381,729
FY 2016 PFC Revenue CO's	283,605	0	0	0	0	0	0	283,605
FY 2019 Airport Revenue CO's	7,135,000	0	0	0	0	0	0	7,135,000
FY 2019 PFC Revenue CO's	15,340,000	0	0	0	0	0	0	15,340,000
Total Funding Sources	44,953,480	0	0	0	0	0	0	44,953,480

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Facilities Maintenance and Custodial	100,000	60,000	0	0	0	0	160,000
Total Operating Budget Impact	100,000	60,000	0	0	0	0	160,000



Purchasing and Contract Management

Project Summary

ITB 21-16053-TF

Lubbock Preston Smith International Airport Glass Replacement

Notice was published in the Lubbock Avalanche Journal on September 19 & September 26, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire.com from September 19 to October 14, 2021.

5 individuals attended the pre-bid meeting.

27 vendors viewed using Bonfire.com.

27 vendors downloaded the documents.

16 vendors was notified separately.

2 vendors submitted a bid.



Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Contract 12643, with Environmental Systems Research Institute, Inc. (Esri), in the amount of \$1,235,000, for Geographic Information Systems (GIS) software and services.

Item Summary

In December 2012, the City of Lubbock contracted with Environmental Services Research Institute (Esri) for Geographic Information Systems (GIS) software and services. Esri is the industry standard mapping software that provides spatial information for a variety of third party software systems used by the City, including Cartegraph Asset Management and EnerGov Permit and Licensing systems. The City renewed this contract in 2015 and 2018.

Amendment 3 continues the City's successful relationship with Esri, by extending the term of the agreement for an additional 3 years, from December 17, 2021, through December 16, 2024. It is an Enterprise License Agreement (ELA), which is a bundled package for licensing software, technical services, web services, and maintenance. This gives City departments unlimited access to a variety of Esri software, plus technical services and training. This contract provides software and services for all City departments, including Public Safety, Engineering, Planning, Public Works, Parks, and Lubbock Power and Light.

Esri is the owner and manufacturer of their GIS software, and is the sole source of all U.S. domestic ELA's. Therefore, this is a sole source procurement, exempt from competitive bidding, pursuant to Texas Local Government Code Chapter 252.022 (a)(7)(A).

Fiscal Impact

The first year cost of this ELA is \$400,000, with a total 3-year contract value of \$1,235,000, which is funded from the Information Technology Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
James C. Brown, Director of Information Technology

Attachments

Resolution - Amendment 3 to Contract 12643
Amendment No. 3 to Esri Contract 12643

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to Contract No. 12643 for licensing and deployment of certain Environmental Systems Research Institute, Inc. (ESRI) software, by and between the City of Lubbock and ESRI, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

**Amendment No. 3
Agreement No. 237354 (formerly
2015ELA3977)**



This Amendment No. 3 is entered into by and between **City of Lubbock, Texas ("City")** and **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "Esri").

WHEREAS, Esri and Company entered into an Enterprise Agreement with an effective date of December 17, 2015 (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Enterprise Agreement Terms and Conditions of the Agreement to extend the term for an additional Three (3) years from December 17, 2021 through December 16, 2024 ("A3 Renewal Term") for an additional One Million Two Hundred Thirty Five Thousand dollars (\$1,235,000);

NOW THEREFORE, the parties agree to the following:

1. Add the following sentence the end of Section 7.1 Term:
"The A3 Renewal Term of the ELA shall be for Three (3) years from December 17, 2021 through December 16, 2024 unless this ELA is terminated earlier as provided herein."
2. Delete and replace Appendix A Products and Deployment Schedule with the attached Appendix A Products and Deployment Schedule, which shall supersede and apply during the A3 Renewal Term.
3. Delete and replace Appendix B ELA Fee Schedule with the attached Appendix B ELA Fee Schedule, which shall supersede and apply during the A3 Renewal Term.

Except as may be specifically modified by this Amendment No. 3, all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 as of the date of the last party to sign below.

ACCEPTED AND AGREED:

CITY OF LUBBOCK, TEXAS

Printed Name: DANIEL M. POPE

Title: MAYOR

Date: _____

ATTEST: _____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

James Brown, Chief Information Officer

Approved As To Form:

Ryan Brooke, Assistance City Attorney

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.

(Esri)

By:
Erick Arial (Nov 2, 2021 08:11 PDT)

Printed Name: Erick Arial

Title: Manager, Commercial & Government Contracts

Date: Nov 2, 2021

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

City may Deploy the ELA Products up to the total quantity of licenses indicated below to Licensees during the term of this ELA.

**Table A-1
ELA Products–Uncapped Quantities**

Item	Total Qty./Seats to Be Deployed
ArcGIS Desktop (Single and Concurrent Use)	
Advanced, Standard, Basic	<i>Uncapped</i>
ArcGIS Desktop Extensions (Single and Concurrent Use)	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, ArcGIS Tracking Analyst, and ArcGIS Workflow Manager	<i>Uncapped</i>
ArcGIS Enterprise (Advanced and Standard)	
Enterprise and Workgroup	<i>Uncapped</i>
ArcGIS Enterprise Extensions	
ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	<i>Uncapped</i>
ArcGIS GIS Server (Advanced, Standard, Basic)	<i>Uncapped</i>
ArcGIS Enterprise Additional Capability Servers	
ArcGIS Image Server, ArcGIS GeoEvent Server	<i>Uncapped</i>
ArcGIS Monitor	<i>Uncapped</i>
Mapping and Charting Solutions (Single and Concurrent Use)	
Esri Production Mapping for Desktop, ArcGIS Aviation Airports	<i>Uncapped</i>
ArcGIS Engine	<i>Uncapped</i>
ArcGIS Engine Extensions	
ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	<i>Uncapped</i>
ArcGIS Runtime Advanced	<i>Uncapped</i>
ArcGIS Runtime Analysis Extension	<i>Uncapped</i>

**Table A-2
ELA Products–Limited Quantities**

Item	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
ArcGIS Data Interoperability Desktop Extension (Concurrent use)	4	2	6
ArcGIS LocateXT Desktop Extension (Concurrent use)	-	2	2
ArcGIS City Engine (Single use)	1	-	1
ArcGIS Utility Network Management Enterprise Extension	1	1	2
ArcGIS Insights in ArcGIS Online (Term Licenses)	-	10	10
ArcGIS Business Analyst Web App Online (Term Licenses)	-	20	20
ArcGIS Community Analyst (Term Licenses)	-	5	5
ArcGIS Tracker for ArcGIS Online (Term Licenses)	-	700	700
ArcGIS Navigator for ArcGIS Online (Term Licenses)	-	25	25
ArcGIS Drone2Map for ArcGIS Online (Term Licenses)	-	1	1
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise (Term Licenses)	-	15	15
ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise (Term Licenses)	-	3	3
ArcGIS Insights in ArcGIS Enterprise (Term Licenses)	-	15	15
ArcGIS Tracker for ArcGIS Enterprise (Term Licenses)	-	300	300
ArcGIS Developer Subscriptions (Enterprise Annual Subscription)	-	1	1
ArcGIS Hub Premium (One Annual Subscription) Including 100 Community Identities and 10,000 Annual Credits	-	1	1
ArcGIS Hub Premium Additional Community Identities – 3 Blocks of 1,000	-	3	3
ArcGIS Enterprise User Type (Term Licenses)	-	50 Field Workers 300 Creators	50 Field Workers 300 Creators

Product	Number of Subscriptions	Named Users	Annual Credits
ArcGIS Online User Types	5	300 Viewers 50 Field Workers 700 Creators	- 250 per Field Worker 500 per Creator

**APPENDIX B
ELA FEE SCHEDULE**

The A3 Renewal ELA Fee is \$1,235,000. The A3 Renewal ELA Fee is in consideration of the ELA Products, ELA Maintenance, and Esri International User Conference registrations and Esri Enterprise Advantage Program.

	Year 1	Year 2	Year 3	A3 Renewal ELA Fee
Payments	\$400,000	\$412,500	\$422,500	\$1,235,000

Number of Esri International User Conference Registrations per Year	8
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	7
Number of Sets of Backup Media, if Requested	2
A3 Renewal Term of ELA	Three (3) years from 12/17/2021 – 12/16/2024
Esri Enterprise Advantage Program (EEAP)	100 Technical Advisory Hours per Year 150 Learning and Services Credits per Year

A - 3 - Enterprise Agreement

Final Audit Report

2021-11-02

Created:	2021-11-02
By:	James Ayodele (jayodele@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqZ-U8NATG1zteULcfIK1t8-7USNdIXRB

"A - 3 - Enterprise Agreement" History

-  Document created by James Ayodele (jayodele@esri.com)
2021-11-02 - 2:57:05 PM GMT
-  Document emailed to Erick Ariel (earial@esri.com) for signature
2021-11-02 - 2:58:27 PM GMT
-  Email viewed by Erick Ariel (earial@esri.com)
2021-11-02 - 3:06:53 PM GMT
-  Document e-signed by Erick Ariel (earial@esri.com)
Signature Date: 2021-11-02 - 3:11:36 PM GMT - Time Source: server
-  Agreement completed.
2021-11-02 - 3:11:36 PM GMT



Information

Agenda Item

Resolutions - Fleet Services: Consider two resolutions authorizing the Mayor to execute Contract 16246 with Phares Auto Glass, Inc. dba Auto Glass Co., and Contract 16166 with B-King Ventures, LLC dba Clear-Vu Auto Glass, for windshield and window replacement services for City of Lubbock vehicles and equipment.

Item Summary

In response to ITB 22-16166-KM, which included 22 classes of windshields and windows, the following vendors submitted bids, per the attached Bid Tabulation Sheet.

Vendor	Location
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, Texas
B King Ventures, LLC dba Clear Vu Auto Glass	Lubbock, Texas
Johnson Auto Glass	Lubbock, Texas
GPNA Lubbock, Inc dba Glass Doctor	Lubbock, Texas

This contract is for the annual pricing for vehicle windshield and window replacement services for City vehicles and equipment. Hourly rates quoted in this bid included ALL services such as glass, parts, materials and labor needed to perform the work.

Staff recommends awards to the 2 lowest bidders, Phares Auto Glass, Inc. dba Auto Glass Co. of Lubbock, Texas, and B King Ventures, LLC dba Clear Vu Auto Glass of Lubbock, Texas, in order to have replacement services available at all times. The contract term is for 1 year with the option to renew for two additional 1-year terms.

Fiscal Impact

Estimated annual expense for this contract is \$50,000 and is budgeted in the Adopted FY 2021-22 Operating Budget for Fleet Operations.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

- Resolution - 16246 (Phares) Auto Glass Co.
- Contract - 16246 (Phares) Auto Glass Co.
- Resolution - 16166 (B King) Clear Vu Auto Glass

Contract - 16166 (B King) Clear Vu Auto Glass

Bid Tab - Vehicle Glass Replacement

Project Summary - Vehicle Glass Replacement

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16246 for vehicle windshield and window services as per ITB 21-16166-KM, by and between the City of Lubbock and Phares Auto Glass, Inc. dba Auto Glass Co. of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

City of Lubbock
Contract for
Vehicle Windshield and Window Services

THIS CONTRACT made and entered into this ___ day of _____, 2021, by and between the City of Lubbock ("City"), and **Phares Auto Glass, Inc. dba Auto Glass Co.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Vehicle Windshield and Window Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Vehicle Windshield and Window Services**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Vehicle Windshield and Window Services** and more specifically referred to as Item 1-22 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input checked="" type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Med Exp (Any one Person) <u>X</u>
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	
Owned Autos	Per Occurrence <u>\$1,000,000</u>
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS OR	<u>\$500,000</u>
OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$1,000,000</u>
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.	
<input checked="" type="checkbox"/> To include products of completed operations endorsement.	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except _____	

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
10. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

11. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
12. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
14. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
15. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
16. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the

entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

17. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
18. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
19. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
20. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16166-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

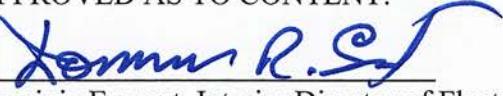
CITY OF LUBBOCK

Daniel M. Pope, Mayor

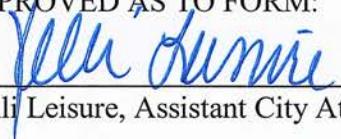
ATTEST:

Rebecca Garza, City Secretary

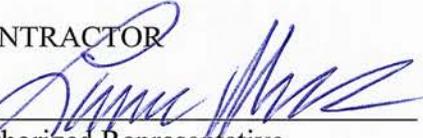
APPROVED AS TO CONTENT:


Dominic Esperat, Interim Director of Fleet Operations

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

Lance Phares
Print Name

1807 TEXAS AVE
Address

Lubbock, TX 79401
City, State, Zip Code

II. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.
- 5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of \$50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.
- 7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.
- 9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of

goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

- 11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)
- 12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.
- 14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.
- 15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
- 17 Non-Arbitration: The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.
- 19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein,

including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense

- 20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.
- 21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) from City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.
- 22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.
- 23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.
- 29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

31 Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.

33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship

The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 The City Right to Audit

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

36. Contractor Acknowledges

Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

37. Confidentiality

The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

38. Indemnity

The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

Federal Clauses

- 1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** No Government Obligation to Third Parties. All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 3 ACCESS TO RECORDS AND REPORTS.** Applicability – As shown below. These requirements do not apply to micro- purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC

5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

- 4 **FEDERAL CHANGES.** All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.
- 5 **CIVIL RIGHTS REQUIREMENTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue. (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect

construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue. (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

6 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

All contracts except micro- purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

7 ENERGY CONSERVATION All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

8 TERMINATION All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000 a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the

contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default. d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract. e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails

to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. the municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of

termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- 9 **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10 **DISADVANTAGED BUSINESS ENTERPRISE (DBE).** Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The municipal corporation's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. (b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The City deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipal corporation. In addition, the contractor may withhold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental

acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

11 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- d. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

12. PRIVACY ACT (APR 1984)

(a) The Contractor agrees to- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

- (i) The systems of records; and

- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

City of Lubbock, TX
ITB 21-16166-KM
Vehicle Windshield and Window Services
Specifications

Scope and Intent:

This specification describes service to provide windshield repair or replacement for the City of Lubbock cars, light to heavy-duty trucks and off-road equipment on an as-needed basis.

The contract is to be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for two additional one-year periods to provide Windshield and Window Services for vehicles for the City of Lubbock. The rates may also be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI) whichever is most appropriate for the specific contract for the previous 12-months. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply OWNERS REPRESENTATIVE, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements.

Hourly rates quoted in this bid shall include ALL services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass.

Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used.

The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty whichever is longer. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield.

Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable and smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

Price:

This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

Quantity:

Any stated quantities on the bid form are expressly agreed to be an "estimated annual usage" only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered and received by the City of Lubbock.

**City of Lubbock, TX
Purchasing and Contract Management
Bid Submission Information**

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 0 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock, TX
ITB 22-16166-KM
Vehicle Windshield and Window Services
Bid Form

Item	Shop Windshield Replacement	Per Hourly Rate	Discount off *MSRP/NAGS
1.	CLASS 1 - 6,000 lbs. & less	\$ 25	63.5
2.	CLASS 2 - 6,001 - 10,000 lbs.	25	63.5
3.	CLASS 3 - 10,001 - 14,000 lbs.	25	63.5
4.	CLASS 4 - 14,001 - 16,000 lbs.	25	63.5
5.	CLASS 5 - 16,001 - 19,500 lbs.	25	63.5
6.	CLASS 6 - 9 - 19,501 lbs. and over	25	63.5
7.	Additional charge - Tempered Glass		\$
8.	Additional charge - Tinted Glass		\$
9.	Additional charge - Travel outside limits		Per Mile: \$ _____

Item	Mobile Windshield Replacement	Per Hourly Rate	Discount off *MSRP/NAGS
10.	CLASS 1 - 6,000 lbs. & less	\$ 25	63.5
11.	CLASS 2 - 6,001 - 10,000 lbs.	25	63.5
12.	CLASS 3 - 10,001 - 14,000 lbs.	25	63.5
13.	CLASS 4 - 14,001 - 16,000 lbs.	25	63.5
14.	CLASS 5 - 16,001 - 19,500 lbs.	25	63.5
15.	CLASS 6 - 9 - 19,501 lbs. and over	25	63.5
16.	Additional charge - Tempered Glass		\$ 0
17.	Additional charge - Tinted Glass		\$ 0
18.	Additional charge - Travel outside limits		Per Mile: \$ 11.00

Item	Shop Crack & Ding Repair	Per Hourly Rate	Discount off *MSRP/NAGS
19.	CLASS 1-9 (all vehicles) - Front & Back Windshield	\$ 19.00	63.5
20.	CLASS 1-9 (all vehicles) - Side Windows	11.29 ⁰⁰ 19.00	63.5

Item	Mobile Crack & Ding Repair	Per Hourly Rate	Discount off *MSRP/NAGS
21.	CLASS 1-9 (all vehicles) - Front & Back Windshield	\$ 29.00	63.5
22.	CLASS 1-9 (all vehicles) - Side Windows	29.00	63.5

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency. Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency. I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

-----Intentionally Left Blank-----

Submission Information

THIS BID IS SUBMITTED BY Phares Auto Glass Inc. "DBA Auto Glass Co"
a corporation organized under the laws of the State of TEXAS, or a partnership consisting
of _____ or individual trading as _____ of
the City of LUBBOCK
Tax ID No.: 1-75-2353331-7
Address: ~~_____~~ 1807 TEXAS AVE
City: LUBBOCK State: TEXAS Zip: 79401

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Please complete the information below.

By  Date: 10-20-2021
Authorized Representative - must sign by hand

Officer Name and Title: Lance Phares - President

Business Telephone Number 806-744-5277 FAX: 806-741-0862

E-mail Address: Kim.Phares@YAHOO.COM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 16166 for vehicle windshield and window services as per ITB 21-16166-KM, by and between the City of Lubbock and B King Ventures, LLC dba Clear Vu Auto Glass of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

City of Lubbock
Contract for
Vehicle Windshield and Window Services

THIS CONTRACT made and entered into this ___ day of _____, 2021, by and between the City of Lubbock ("City"), and **B King Ventures, LLC dba Clear Vu Auto Glass**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Vehicle Windshield and Window Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Vehicle Windshield and Window Services**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Vehicle Windshield and Window Services** and more specifically referred to as Item 1-22 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written

notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input checked="" type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Med Exp (Any one Person) <u>X</u>
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	
Owned Autos	Per Occurrence <u>\$1,000,000</u>
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS OR	<u>\$500,000</u>
OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$1,000,000</u>
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> <i>City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.</i>	
<input checked="" type="checkbox"/> <i>To include products of completed operations endorsement.</i>	
<input checked="" type="checkbox"/> <i>Waiver of subrogation in favor of the City of Lubbock on all coverages, except</i>	

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
10. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

11. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
12. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
14. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
15. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.
16. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the

- entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.
17. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
 18. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.
 19. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
 20. This Contract consists of the following documents set forth herein; Invitation to Bid No. 22-16166-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

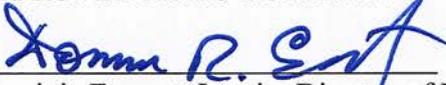
CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Dominic Esperat, Interim Director of Fleet Operations

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

Brad King
Print Name

7415 82nd
Address

Lubbock, TX 79424
City, State, Zip Code

II. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.
- 5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of \$50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.
- 7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.
- 9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of

goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

- 11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)
- 12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.
- 14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.
- 15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
- 17 Non-Arbitration: The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.
- 19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein,

including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense

- 20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.
- 21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) from City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.
- 22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.
- 23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.
- 29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

31 Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.

33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship

The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 The City Right to Audit

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

36. Contractor Acknowledges

Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

37. Confidentiality

The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

38. Indemnity

The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

Federal Clauses

- 1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** No Government Obligation to Third Parties. All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS.** All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- 3 ACCESS TO RECORDS AND REPORTS.** Applicability – As shown below. These requirements do not apply to micro- purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract: 1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. 2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC

5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. 3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

4 FEDERAL CHANGES. All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

5 CIVIL RIGHTS REQUIREMENTS. All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue. (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect

construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue. (3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

- 6 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** All contracts except micro- purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.
- 7 ENERGY CONSERVATION** All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.
- 8 TERMINATION** All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000 a. Termination for Convenience (General Provision) the municipal corporation may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the municipal corporation's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation. If contractor is in possession of any the municipal corporation property, contractor shall account for same, and dispose of it as the municipal corporation directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the

contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default. d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract. e. Termination for Convenience (Professional or Transit Service Contracts) the municipal corporation, by written notice, may terminate this contract, in whole or in part, when it is in the municipal corporation's interest. If the contract is terminated, the municipal corporation shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience. g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails

to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. the municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation's judgment, delay is excusable, the time for completing the work shall be extended. the municipal corporation's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation's convenience or because of contractor's failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the municipal corporation may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of

termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- 9 **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10 **DISADVANTAGED BUSINESS ENTERPRISE (DBE).** Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The municipal corporation's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. (b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The City deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipal corporation. In addition, the contractor may withhold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental

acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the municipal corporation whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the municipal corporation.

11 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- d. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

12. PRIVACY ACT (APR 1984)

(a) The Contractor agrees to- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

- (i) The systems of records; and

- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

City of Lubbock, TX
ITB 21-16166-KM
Vehicle Windshield and Window Services
Specifications

Scope and Intent:

This specification describes service to provide windshield repair or replacement for the City of Lubbock cars, light to heavy-duty trucks and off-road equipment on an as-needed basis.

The contract is to be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for two additional one-year periods to provide Windshield and Window Services for vehicles for the City of Lubbock. The rates may also be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI) whichever is most appropriate for the specific contract for the previous 12-months. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply OWNERS REPRESENTATIVE, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements.

Hourly rates quoted in this bid shall include ALL services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass.

Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used.

The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty whichever is longer. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield.

Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable and smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

Price:

This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

Quantity:

Any stated quantities on the bid form are expressly agreed to be an "estimated annual usage" only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered and received by the City of Lubbock.

**City of Lubbock, TX
Purchasing and Contract Management
Bid Submission Information**

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net — calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock, TX
ITB 22-16166-KM
Vehicle Windshield and Window Services
Bid Form

Item	Shop Windshield Replacement	Per Hourly Rate	Discount off *MSRP/NAGS
1.	CLASS 1 - 6,000 lbs. & less	\$ 29 ⁰⁰	65%
2.	CLASS 2 - 6,001 - 10,000 lbs.	29 ⁰⁰	65%
3.	CLASS 3 - 10,001 - 14,000 lbs.	29 ⁰⁰	65%
4.	CLASS 4 - 14,001 - 16,000 lbs.	29 ⁰⁰	65%
5.	CLASS 5 - 16,001 - 19,500 lbs.	29 ⁰⁰	65%
6.	CLASS 6-9 - 19,501 lbs. and over	29 ⁰⁰	65%
7.	Additional charge - Tempered Glass		\$ 20 ⁰⁰
8.	Additional charge - Tinted Glass		\$ 20 ⁰⁰
9.	Additional charge - Travel outside limits		Per Mile: \$ 0 ⁰⁰

Item	Mobile Windshield Replacement	Per Hourly Rate	Discount off *MSRP/NAGS
10.	CLASS 1 - 6,000 lbs. & less	\$ 29 ⁰⁰	65%
11.	CLASS 2 - 6,001 - 10,000 lbs.	29 ⁰⁰	65%
12.	CLASS 3 - 10,001 - 14,000 lbs.	29 ⁰⁰	65%
13.	CLASS 4 - 14,001 - 16,000 lbs.	29 ⁰⁰	65%
14.	CLASS 5 - 16,001 - 19,500 lbs.	29 ⁰⁰	65%
15.	CLASS 6-9 - 19,501 lbs. and over	29 ⁰⁰	65%
16.	Additional charge - Tempered Glass		\$ 20 ⁰⁰
17.	Additional charge - Tinted Glass		\$ 20 ⁰⁰
18.	Additional charge - Travel outside limits		Per Mile: \$ 0 ⁰⁰

Item	Shop Crack & Ding Repair	Per Hourly Rate	Discount off *MSRP/NAGS
19.	CLASS 1-9 (all vehicles) - Front & Back Windshield	\$ 20 ⁰⁰ per	Chip or Ding
20.	CLASS 1-9 (all vehicles) - Side Windows	20 ⁰⁰ per	Chip or Ding

Item	Mobile Crack & Ding Repair	Per Hourly Rate	Discount off *MSRP/NAGS
21.	CLASS 1-9 (all vehicles) - Front & Back Windshield	\$ 20 ⁰⁰ per	Chip or Ding
22.	CLASS 1-9 (all vehicles) - Side Windows	20 ⁰⁰ per	Chip or Ding

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES

NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency. Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency. I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

-----Intentionally Left Blank-----

Submission Information

THIS BID IS SUBMITTED BY B King Ventures LLC - DBA ClearVu AutoGlass
a corporation organized under the laws of the State of Texas, or a partnership consisting
of — or individual trading as — of
the City of Lubbock

Tax ID No.: 27-0906437

Address: 7415 82nd St.

City: Lubbock State: TX Zip: 79424

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Please complete the information below.

By  Date: 10-19-21
Authorized Representative - must sign by hand

Officer Name and Title: Brad King - Managing Member

Business Telephone Number 806-791-4311 FAX: 806-791-4314

E-mail Address: brad@clearvulubbock.com

City of Lubbock
Fleet Services
Bid Tabulation

ITB 22-16166-KM Vehicle Windshield and Window Services

Vendor/Description	Location	Per Hourly Rate
#0-1 CLASS 1 - 6,000 lbs. & less		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	\$ 25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	98.00
#0-2 -CLASS 2 - 6,001 - 10,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	98.00
#0-3 - CLASS 3 - 10,001 - 14,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	98.00
#0-4 - CLASS 4 - 14,001 - 16,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	120.00
#0-5 - CLASS 5 - 16,001 - 19,500 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	120.00
#0-6 - CLASS 6 – 9 – 19,501 lbs. and over		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	125.00

City of Lubbock
Fleet Services
Bid Tabulation

Vendor/Description	Location	Per Hourly Rate
#0-7 - Additional charge - Tempered Glass		
Johnson Auto Glass	Lubbock, TX	15.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	No Bid
#0-8 - Additional charge - Tinted Glass		
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
Johnson Auto Glass	Lubbock, TX	No Bid
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	No Bid
#0-9 - Additional charge – Travel outside limits (Per Mile)		
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	0.00
Johnson Auto Glass	Lubbock, TX	2.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	No Bid
#0-10 - CLASS 1 - 6,000 lbs. & less		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-11 - CLASS 2 - 6,001 - 10,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-12 - CLASS 3 - 10,001 - 14,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid

City of Lubbock
Fleet Services
Bid Tabulation

Vendor/Description	Location	Per Hourly Rate
#0-13 - CLASS 4 - 14,001 - 16,000 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-14 - CLASS 5 - 16,001 - 19,500 lbs.		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-15 - CLASS 6 – 9 – 19,501 lbs. and over		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	25.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	29.00
Johnson Auto Glass	Lubbock, TX	32.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-16 - Additional charge - Tempered Glass		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	0.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	15.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-17 - Additional charge - Tinted Glass		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	0.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	No Bid
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-18 - Additional charge – Travel outside limits (Per Mile)		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	1.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	0.00
Johnson Auto Glass	Lubbock, TX	2.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid

City of Lubbock
Fleet Services
Bid Tabulation

Vendor/Description	Location	Per Hourly Rate
#0-19 - CLASS 1- 9 (all vehicles) - Front & Back Windshield		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	19.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	25.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	50.00
#0-20 - CLASS 1- 9 (all vehicles) - Side Windows		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	29.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	No Bid
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	50.00
#0-21 - CLASS 1- 9 (all vehicles) - Front & Back Windshield		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	29.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	35.00
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid
#0-22 - CLASS 1- 9 (all vehicles) - Side Windows		
Phares Auto Glass, Inc. dba Auto Glass Co.	Lubbock, TX	29.00
B King Ventures LLC dba Clear Vu Auto Glass	Lubbock, TX	20.00
Johnson Auto Glass	Lubbock, TX	No Bid
GPNA Lubbock, Inc. dba Glass Doctor of Lubbock	Lubbock, TX	No Bid



**Purchasing and Contract Management
Project Summary
ITB 22-16166-KM Vehicle Windshield and Window Services**

Notice was published in the Lubbock Avalanche Journal on October 6 and October 13, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on Bonfire-hub.com from October 5, 2021 to October 26, 2021.

14 vendors took documents from Bonfire-hub.com

20 vendors were notified separately.

4 vendors submitted a bids.



Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31062734, in accordance with Sourcewell Contract 052417, with Romco Equipment Company, for the purchase of an M30 Concrete Truck, for the Water Department.

Item Summary

Purchase Order 31062734 for \$208,152.56, is for the purchase of an M30 Concrete Truck. The vehicle will be purchased from Romco Equipment Company, in accordance with Sourcewell Contract 052417, and will be used in the Water Department. The concrete truck is replacing an International 4400 Concrete Truck that is past its useful life. This cement truck will allow the City to produce its own cement materials instead of contracting out this service.

Sourcewell has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31062734 for \$208,152.56, is funded in Capital Improvement Project 92724, Water/Waste Water Vehicle Replacement FY 21-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution - Romco Equipment
PO 31062734 - Romco Equipment
CIP 92724 Budget Detail
CIP 92724 Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31062734 in accordance with Sourcewell Contract 052417 for the purchase of a M30 concrete truck, by and between the City of Lubbock and Romco Equipment Company of Dallas, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
 Date - 10/29/2021
 Order Number 31062734 000 OP
 Branch/Plant 3526

TO: ROMCO EQUIPMENT CO
 PO BOX 841496
 DALLAS TX 75284-1496

SHIP TO: CITY OF LUBBOCK FLEET
 SERVICES
 206 MUNICIPAL DRIVE
 LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/29/2021 Freight
 Requested 11/30/2021 Taken By YBUSBY
 Delivery PER N DODSON REQ 58054 PUR 16254/SOURCEWELL CONTRACT 052417

If you have any questions contact Natalie Dodson:ndodson@mylubbock.us Phone 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
M30 Concrete Truck	1.000	89,267.0000	EA	89,267.00	11/30/2021
6 Yard Package	1.000	2,095.0000	EA	2,095.00	11/30/2021
Accu-Printer II (AP2)	1.000	6,975.0000	EA	6,975.00	11/30/2021
360° Swivel Chute	1.000	1,421.0000	EA	1,421.00	11/30/2021
Calibration Kit (1/4 Yard)	1.000	520.0000	EA	520.00	11/30/2021
Hydraulic Oil Cooler-Air	1.000	2,715.0000	EA	2,715.00	11/30/2021
Mixer Diaper	1.000	312.0000	EA	312.00	11/30/2021
Night Operating Lights (LED)	1.000	1,526.0000	EA	1,526.00	11/30/2021
Onsite Dealer Startup	1.000	5,292.0000	EA	5,292.00	11/30/2021
Sourcewell Purchase	1.000		EA		11/30/2021
Strobe Lights	1.000	917.0000	EA	917.00	11/30/2021
Tarp - Black Mesh	1.000	2,940.0000	EA	2,940.00	11/30/2021
Transmission Integration - Aut	1.000	1,431.0000	EA	1,431.00	11/30/2021
Mounting - CTI Supplied	1.000	4,101.0000	EA	4,101.00	11/30/2021
Truck Purchase	1.000	88,257.0000	EA	88,257.00	11/30/2021
4% Discount	1.000	(4,616.4400)	EA	(4,616.44)	11/30/2021
Freight Amount	1.000	5,000.0000	EA	5,000.00	11/30/2021

Terms NET DUE ON RECEIPT Total Order 208,152.56

This purchase order encumbers funds in the amount of \$208,152.56 awarded to Romco Equipment Company Dallas, TX, on _____ 2021.
 The following is incorporated into and made part of this purchase order by reference contract: 052417 from Romco Equipment Company Dallas, TX.
 Resolution#

CITY OF LUBBOCK

ATTEST:

 Daniel M. Pope, Mayor

 Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** A Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing data and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement of the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MFE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **ASSIGNING OR SUBLETTING THE CONTRACT.** The Contractor shall not assign or sublet the contract, or any portion of the contract without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departamental-websites/departments/purchasing/vendor-information>
30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
31. **TEXAS GOVERNMENT CODE, CHAPTER 2252.** The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.
32. **TEXAS GOVERNMENT CODE, CHAPTER 2270.** This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract.
33. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: otl@ci.lubbock.tx.us



PURCHASE ORDER

14343

SOLD TO: **Company:** CITY OF LUBBOCK TEXAS
Contact: BRIAN BEARDEN
Address: 402 MUNICIPAL DRIVE
 LUBBOCK, TX 79457

Cell No:
Phone No.: 806-775-2996
Date: 11-1-2021
Sales Person: ROMCO PAVING EQUIPMENT

SHIP TO: CITY OF LUBBOCK TEXAS
 402 MUNICIPAL DRIVE
 LUBBOCK, TX 79457

Ship Method: CUSTOMER TO ARRANGE
E.X.W Factory-Indianola, Iowa
TERMS: 20% with Order,
 Balance on or before Delivery

MODEL	DESCRIPTION	BASE PRICE
M30	PRODUCE UP TO 30 CUBIC YARDS OF CONCRETE PER HOUR	89,267
OPTIONS INCLUDE:		Qty
6 YARD PACKAGE	1	2,095
<ul style="list-style-type: none"> INCLUDES 6 YARD BIN, 65 CUBIC FOOT CEMENT BIN AND 430 GALLON WATER TANK 		
ACCU-PRINTER II (AP2)	1	6,975
<ul style="list-style-type: none"> ADVANCED SECOND GENERATION ELECTRONIC TICKET PRINTER THAT EXPANDS THE CAPABILITIES OF THE ORIGINAL ACCUPRINTER. TOUCHSCREEN DISPLAY ALONG WITH THE ABILITY TO STORE MORE MIX DESIGNS AS WELL AS UPLOAD MIX DESIGNS AND DOWN LOAD MIX DATA THROUGH USB PORT. INCLUDES WATER RECORDING METER AND TICKET PRINTER FOR USE IN TRUCK CAB 		
360° SWIVEL CHUTE	1	1,421
<ul style="list-style-type: none"> 360° SWIVEL CHUTE WITH 24" SHORT CHUTE. ACCEPTS STANDARD MIDDLE AND END CHUTES. 		
CALIBRATION KIT (1/4 YARD)	1	520
<ul style="list-style-type: none"> 1/4 YARD ALUMINUM, COLLAPSIBLE YIELD BOX WITH DIGITAL SCALE AND MEASURING CUPS TO AID IN CALIBRATION OF THE UNIT. 		
HYDRAULIC OIL COOLER-AIR	1	2,715
<ul style="list-style-type: none"> FAN OIL COOLER TO LOWER HYDRAULIC OIL TEMPERATURE FOR OPERATION IN HIGH AMBIENT HEAT CONDITIONS, EXTENDED OPERATION, OR WHEN MIX WATER CAN NOT BE USED. 		
MIXER DIAPER	1	312
<ul style="list-style-type: none"> MIXER DIAPER UNDER MIXING THROAT TO CATCH MATERIALS AND PREVENT THEM FROM SPILLING. STANDARD COLOR IS YELLOW. 		
NIGHT OPERATING LIGHTS (LED) - QTY 5	1	1,526
<ul style="list-style-type: none"> NIGHT OPERATING LIGHTS ALLOW SAFE OPERATION OF THE UNIT AFTER DARK. INCLUDES 5 LED TYPE FLOOD LIGHTS. ON/OFF SWITCH WILL BE LOCATED IN THE CONTROL PANEL. 		
ONSITE DEALER STARTUP	1	5,292
<ul style="list-style-type: none"> ONSITE CUSTOMER STARTUP PERFORMED BY CEMEN TECH DEALER 		
SOURCEWELL PURCHASE	1	0
<ul style="list-style-type: none"> GOVERNMENT ENTITIES CAN PURCHASE CEMEN TECH EQUIPMENT DIRECTLY THROUGH SOURCEWELL, A COOPERATIVE PURCHASING AGENCY, ELIMINATING THE REQUIREMENT OF SOLICITING A BID. CEMEN TECH CONTRACT #052417-CMT. 4% DISCOUNT APPLIED TO TOTAL PURCHASE PRICE. 		
STROBE LIGHTS - ONE FRONT & ONE REAR	1	917
<ul style="list-style-type: none"> ONE FRONT AND ONE REAR MOUNTED STROBE CAUTION LIGHT. STROBE WILL BE MOUNTED ON THE BACK OF THE UNIT ON THE DRIVER'S SIDE, AND ON THE FRONT WATER TANK CAGE. SWITCH LOCATION WILL BE LOCATED IN THE CAB IF THE UNIT IS MOUNTED ON A TRUCK CHASSIS. THE SWITCH WILL BE LOCATED IN THE MIXER CONTROL PANEL IF THE UNIT IS MOUNTED ON A TRAILER. 		



PURCHASE ORDER

14343

TARP - BLACK MESH	1	2,940
<ul style="list-style-type: none"> ELECTRIC MOTOR OPERATED MESH TARP TO HELP SECURE YOUR AGGREGATES DURING TRANSIT. SWITCH WILL BE MOUNTED ON THE BIN SUPPORT. 		
TRANSMISSION INTEGRATION - AUTOMATIC (INCLUDES ROLL AND POUR CAPABILITY)	1	1,431
<ul style="list-style-type: none"> TRANSMISSION INTEGRATION - AUTOMATIC (INCLUDES ROLL AND POUR CAPABILITY) 		
<u>TRUCK & TRAILER SECTION:</u>		
	<u>Qty</u>	<u>Price</u>
MOUNTING - CTI SUPPLIED	1	4101.00
<ul style="list-style-type: none"> CEMEN TECH PROVIDED CHASSIS OR TRAILER. PROVIDE QUALITY WORKMANSHIP AND PROPERLY MOUNT UNIT TO APPROPRIATE CHASSIS. 		
TRUCK PURCHASE	1	88257.00
<ul style="list-style-type: none"> DUE TO DELIVERY AND PREPARATION, NEW TRUCK PURCHASES MAY HAVE UP TO 1,500 MILES ON THE ODOMETER. 		

NOTE: Standard unit color is white

Base Unit Price: 89,267

Unit Options Total: 26,144

Less Discount: 4,616.44

Unit Total Price: **110,794.56**

4 % DISCOUNT ON MIXER ADDED FOR PURCHASING THROUGH SOURCEWELL.

CEMEN TECH SOURCEWELL NUMBER 052417-CMT

Truck | Trailer Section Total: 92,358.00

Est. Freight Amount: 5,000.00

Total Per Unit: **\$208,152.56**

Quantity: **1**

TOTAL: **\$208,152.56**

Any applicable taxes are the responsibility of the customer •
Changes to the order after acceptance will incur additional charges •

Currency - USD

City of Lubbock, TX
Capital Project
November 16, 2021

Capital Project Number: 92724
Capital Project Name: Water / Wastewater Vehicle Replacement FY 21-22

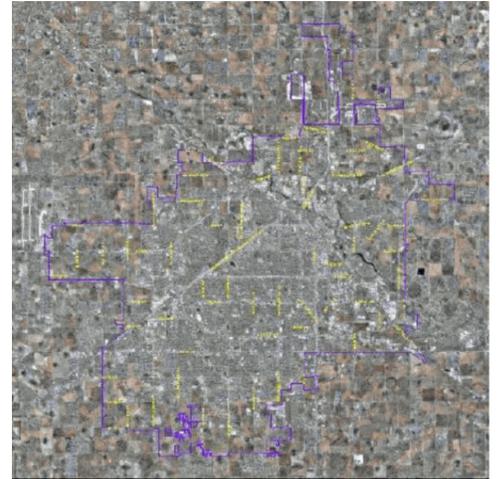
	<u>Budget</u>
	\$ -
 <i>Agenda Item November 16, 2021</i>	
Concrete Truck (6331)	208,153
<i>Encumbered/Expended To Date</i>	<u>208,153</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Vehicles and Equipment	530,847
<i>Remaining Appropriation</i>	<u>530,847</u>
 Total Appropriation	 <u><u>\$ 739,000</u></u>

Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**



Project Scope

This project is for the annual vehicle replacement for the Water/Wastewater Fund.

6311 Water Meter and Customer Service
 (3) 3/4 Ton, Extended Cab, 4x4, Service Body (replacing 22009014, 22008134, and 22013015) - \$114,000

6331 Water Distribution & Maintenance
 (1) Concrete Truck (replacing 82011007) - \$185,000
 (2) Backhoe (replacing 92009249 and 92009182) - \$240,000
 (1) Crew Truck W/ Flatbed (replacing 72010005) - \$110,000

6349 Water Reservoir
 (1) Land Pride RC2684 3 Point Shredder
 (replacing 02012010) - \$5,000

6413 Wastewater Collection
 (1) 8" trailer mounted pump (replacing 02000178) - \$50,000

6417 Industrial Monitoring
 (1) 1/2 ton, extended cab, 4x4 with crane (replacing 22006237) - \$35,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History

\$739,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Other Activities	0	739,000	0	0	0	0	0	739,000
Total Project Appropriation	0	739,000	0	0	0	0	0	739,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
FY 2022 Water/Wastewater Cash	0	739,000	0	0	0	0	0	739,000
Total Funding Sources	0	739,000	0	0	0	0	0	739,000

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31062840, with Deere & Company, in accordance with Sourcewell Contract 031121-DAC, for the purchase of a John Deere 9009A TerrainCut Rough Mower, for the Park Maintenance Department.

Item Summary

Purchase Order 31062840 for \$73,404.44, is for the purchase of a John Deere 9009A TerrainCut Rough Mower. The vehicle will be purchased from Deere & Company and will be used in the Park Maintenance Department. The mower is replacing a Bat Wing 2615 Legand Mower that is past its useful life.

This purchase is made through Sourcewell Contract 031121-DAC. Sourcewell has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31062840 for \$73,404.44, is funded in Capital Improvement Project 92720 General Fund Vehicle Replacement FY 21-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution - Deere and Company
PO 31062840 - Deere and Company
Budget Detail - CIP 92720
CIP Detail - 92720

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31062840 in accordance with Sourcewell Contract 031121-DAC for the purchase of a John Deere 9009A Terrain Cut Rough mower, by and between the City of Lubbock and Austin Turf & Tractor of Austin, TX and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 11/4/2021
Order Number 31062840 000 OP
Branch/Plant 3526

TO: DEERE & COMPANY
2000 JOHN DEERE RUN
CARY NC 27513

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/3/2021 Freight
Requested 5/17/2022 Taken By S BALLANCE
Delivery PER N DODSON, REQ 58061 CONTRACT 031121-DAC/ PUR 16258

If you have any questions, contact Natalie Dodson: NDodson@mylubbock.us or 806-775-2374

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 9009A TerrainCut Rough Mower, Canopy Kit, Air Ride Suspension Kit, Delivery, and Total Order.

This purchase order encumbers funds in the amount of \$73,404.44 awarded to Austin Turf & Tractor of Marble Falls, TX, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated October 29, 2021, from Austin Truck & Tractor of Marble Falls, TX, and Sourcewell Contract 031121-DAC. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **ASSIGNING OR SUBLETTING THE CONTRACT.** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departamental-websites/departments/purchasing/vendor-information>
30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understood, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
31. **TEXAS GOVERNMENT CODE, CHAPTER 2252.** The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.
32. **TEXAS GOVERNMENT CODE, CHAPTER 2270** This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
33. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: ori@mylubbock.us.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Jessie Hunt

Austin Turf & Tractor
809 Steve Hawkins Pkwy
Marble Falls, TX 78654

Tel: 830-693-6477

Fax: 830-693-7791

Email: jessie.hunt@austinturf.com

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Contract name and number
 - Signature
 - Shipping address
 - Billing address
 - Membership number (if applicable)
 - Tax exempt certificate (if applicable). Must be made out to Deere & Company.

If information is not included, the Purchase Order or Letter of Intent will be returned.

Quote Id: 25535303

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
830-693-6477
harry.jukes@austinturf.com

Prepared For:

CITY OF LUBBOCK PARKS AND RECREATION



Proposal For:

Delivering Dealer:

Jessie Hunt

Austin Turf & Tractor
809 Steve Hawkins Pkwy
Marble Falls, TX 78654

harry.jukes@austinturf.com

Quote Prepared By:

Jessie Hunt
jessie.hunt@austinturf.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
 809 Steve Hawkins Pkwy
 Marble Falls, TX 78654
 830-693-6477
 harry.jukes@austinturf.com

Quote Summary

Prepared For:

CITY OF LUBBOCK PARKS AND RECREATION
 PO BOX 2000
 LUBBOCK, TX 79457
 Business: 806-767-2683

Delivering Dealer:

Austin Turf & Tractor
 Jessie Hunt
 809 Steve Hawkins Pkwy
 Marble Falls, TX 78654
 Phone: 830-693-6477
 jessie.hunt@austinturf.com

Quote ID: 25535303
Created On: 29 October 2021
Last Modified On: 29 October 2021
Expiration Date: 29 November 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 9009A TerrainCut Rough Mower	\$ 96,149.00	\$ 73,404.44 X	1 =	\$ 73,404.44
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: October 28, 2021				
Equipment Total				\$ 73,404.44

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 73,404.44
Trade In	
SubTotal	\$ 73,404.44
Est. Service Agreement Tax	\$ 0.00
Total	\$ 73,404.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 73,404.44

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 25535303 **Customer Name:** CITY OF LUBBOCK PARKS AND RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
 809 Steve Hawkins Pkwy
 Marble Falls, TX 78654
 830-693-6477
 harry.jukes@austinturf.com

JOHN DEERE 9009A TerrainCut Rough Mower

Hours:	Suggested List *
Stock Number:	\$ 96,149.00
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)	Selling Price *
	\$ 73,404.44
Price Effective Date: October 28, 2021	

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1445TC	9009A TerrainCut Rough Mower	1	\$ 93,229.00	24.00	\$ 22,374.96	\$ 70,854.04	\$ 70,854.04
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9764	Canopy Kit	1	\$ 653.00	24.00	\$ 156.72	\$ 496.28	\$ 496.28
9792	Air Ride Suspension Kit	1	\$ 887.00	24.00	\$ 212.88	\$ 674.12	\$ 674.12
Standard Options Total			\$ 1,540.00		\$ 369.60	\$ 1,170.40	\$ 1,170.40
Dealer Attachments/Non-Contract/Open Market							
Delivery	Delivery	1	\$ 1,380.00	0.00	\$ 0.00	\$ 1,380.00	\$ 1,380.00
Dealer Attachments Total			\$ 1,380.00		\$ 0.00	\$ 1,380.00	\$ 1,380.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 96,149.00		\$ 22,744.56	\$ 73,404.44	\$ 73,404.44



Scag Power Equipment

Grounds & Landscape Equipment for Lawn, Turf, & Debris

#031121-SCG

Maturity Date: 04/30/2025

Products & Services 

Products & Services

Sourcewell contract 031121-SCG gives access to the following types of goods and services:

- Commercial lawn equipment
- Walk-behind mowers
- Zero turn ride on mowers
- Stand on mowers
- Stand on STS spreader sprayer
- Stand on windstorm blower
- Wheeled blowers
- Skid mounted truck loaders
- Tow behind truck loaders
- Belt drive truck loaders
- Bagging & mulching systems
- SCAG turf & debris accessories

[Locate a Dealer](#)

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

[ezIQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



[Sourcewell for Vendors →](#)

[Terms & Conditions](#)

[Sitemap](#)

[Privacy Policy](#)

[Accessibility](#)

© 2021 Sourcewell. All rights reserved.

**City of Lubbock, TX
Capital Project
November 16, 2021**

Capital Project Number: 92720
Capital Project Name: General Fund Vehicle Replacement FY 21-22

Budget
\$ -

Agenda Item November 16, 2021

(4) LP61-G Litter Vacuums (5221)	72,732
9009A TerrainCut Rough Mower (5221)	73,404
<i>Encumbered/Expended To Date</i>	<u>146,136</u>

Estimated Costs for Remaining Appropriation

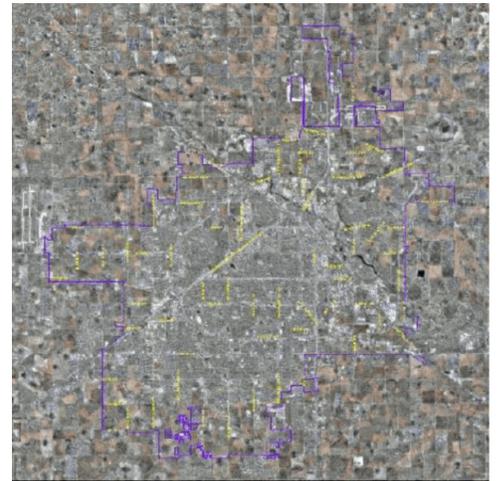
Vehicles and Equipment	<u>2,756,842</u>
<i>Remaining Appropriation</i>	<u>2,756,842</u>
Total Appropriation	<u><u>\$ 2,902,978</u></u>

Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**



Project Scope

This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration

- (2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - \$56,000
- (1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - \$32,000
- (1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - \$29,978

4311 - Building Safety

- (1) 1/2 ton pick-up (replacing 12010055) - \$25,000

4525 - Traffic Operations

- (1) 48" digging depth trencher (replacing 92001015) - \$55,000

4531 - Paved Streets

- (1) Steel Drum Roller with 51"-55" width (replacing 92009162) - \$65,000
- (1) Towable roller with rear vibration and split front drum (replacing 92010063) - \$75,000
- (1) Walk behind roller (replacing N/A) - \$8,000

5221 - Park Maintenance

- (1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - \$85,000
- (3) Litter Vacuum LP61-G (replacing N/A) - \$75,000
- (1) Tandem 10k Utility Trailer (replacing 02001116) - \$6,000

5311 - Animal Services

- (1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - \$52,000

5414 - Environmental Health

- (1) Mid-size SUV (NEW) - \$32,000

5419 - Vector Control

- (2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - \$60,000

5615 - Lubbock Fire Rescue

- (1) 50' Aerial (NEW) - \$200,000
- (2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - \$64,000

5811 - Residential Collection

- (1) Roll-Off (replacing 82010001) - \$160,000
- (1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - \$33,000
- (4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - \$1,280,000

5812 - Alley Maintenance

- (1) 12 yard dump with salt spreader hookups (replacing 82008181) - \$200,000
- (1) CAT 120 Motor Grader (replacing 82008204) - \$265,000



Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31062880, in accordance with Sourcewell Contract 122017-EXP, with Madvac, Inc., for the purchase of 4 LP61-G Portable Litter Vacuums, for the Parks Maintenance Department.

Item Summary

Purchase Order 31062880 for \$72,732, is for the purchase of 4 LP61-G Portable Litter Vacuums. The equipment will be purchased from Madvac, in accordance with Sourcewell Contract #122017-EXP. The Portable Litter Vacuums will be used to pickup windblown trash in City parks.

Sourcewell has a cooperative purchasing program that manages the solicitation requirements and offers an established network of awarded contracts that have been competitively bid. Cooperative purchasing is authorized in Chapter 271 of the Local Government Code and allows a local government to participate in a cooperative purchasing program. Sourcewell purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

Purchase Order 31062880 for \$72,732, is funded in Capital Improvement Project 92720, General Fund Vehicle Replacement FY 21-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Dominic R. Esperat, Interim Director of Fleet Operations

Attachments

Resolution
Purchase Order
Budget Detail
CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31062880 in accordance with Sourcewell Contract 122017-EXP for the purchase of a LP61 portable litter vacuum, by and between the City of Lubbock and Madvac, Inc., of Longueuil, QU and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

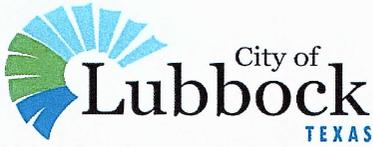


Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 11/4/2021
Order Number 31062880 000 OP
Branch/Plant 3526

TO: MADVAC INC
677 GIFFARD ST
LONGUEUIL QU J4G 1Y3

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/4/2021 Freight
Requested 5/23/2022 Taken By K MORGAN
Delivery N DODSON REQ 58064 SOURCEWELL CONTRACT 122017-EXP

If you have questions about this order, please contact Natalie Dodson at 806-775-2374 or via email
NDodson@mylubbock.us

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include LP61 Gasoline Skid, Trailer Conversion Kit, Spare Wheel Mounted on Trailer, Additional 8inx25ft hose ext, 2 Micron Interior Cylindrical, Litter Collector Bags (100 Bag), and Total Order.

Terms NET 30 72,732.00

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- \$1,000,000
General Aggregate, Products-Comp/Op AGG, Personal & Adv. Injury, Contractual Liability and Med Exp (Any one Person).
Automotive Liability- Combined Single limit for Any Auto - \$1,000,000
Worker's Compensation Amounts- \$500,000 or Employer's Liability - \$1,000,000. Copies of endorsements are required.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.

This purchase order encumbers funds in the amount of \$72,732.00 awarded to Madvac, Inc. of Longueuil, QC, on November 04, 2021. The following is incorporated into and made part of this purchase order by reference: Quote dated November 04, 2021 from Madvac, Inc. of Longueuil, QC, and Sourcewell Contract 122017-EXP. Resolution #

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **ASSIGNING OR SUBLETTING THE CONTRACT.** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departamental-websites/departments/purchasing/vendor-information>
30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understood, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
31. **TEXAS GOVERNMENT CODE, CHAPTER 2252.** The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.
32. **TEXAS GOVERNMENT CODE, CHAPTER 2270** This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
33. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request. Please send this request to this email address for it to be processed: ori@mylubbock.us.



Madvac LP61-G Quote



LP61-G Portable Litter Vacuum				
CUSTOMER	City of Lubbock (Sourcewell member # 25001)		DATE	04-Nov-21
	206 Municipal Drive P.O. Box 2000 Lubbock, Texas 79457		TERMS	Net 30 days after delivery
Natalie Dodson Support & Acquisition Coordinator				
Phone: 806-775-2374 Email: NDodson@mylubbock.us				

Quote Number: 129020



LP61-G product video: <https://www.youtube.com/watch?v=c5mft7ITkSQ>

Madvac website: www.madvac.com



QTY	PART NO.	DESCRIPTION	UNIT PRICE USD\$	TOTAL USD\$
4	LP61G	LP61 Gasoline Skid Includes the following standard features: * 360° Rotating vacuum hose support boom * Exhaust bag dust control system * Emergency stop button * Standard 25 ft. (7620 mm) vacuum hose	\$ 14,983	\$ 59,932
4	K61T	Trailer conversion kit Available trailer attachment types: Ball 1-7/8" (K60344) Ball 2" (K60345) Pintle (K63117)	\$ 1,654 n/c	\$ 6,616 n/c
4	K63087	Spare wheel mounted on trailer	\$ 364	\$ 1,456
	K9899	Additional 8 in. (203 mm) diameter X 15 ft. (4572 mm) hose extension	\$ 332	\$ -
4	K13063	Additional 8 in. (203 mm) diameter X 25 ft. (7620 mm) hose extension	\$ 447	\$ 1,788
4	K11793	2 micron interior cylindrical filter cartridge (for additional dust control)	\$ 492	\$ 1,968
4	63271	Litter collector bags (100 bags)	\$ 243	\$ 972
		Exprolink Inc. offers a 1-year (1000 hours) limited parts & labor WARRANTY	n/c	n/c
	WS61-2	Extended warranty coverage: 1 additional year (2-year / 2000 hours)	\$ 800	\$ -
	WS61-3	Extended warranty coverage: 2 additional years (3-year / 3000 hours)	\$ 1,500	\$ -
		Sub Total		\$ 72,732
		Transport (includes order preparation + custom & brokerage fees)		Included
		Net USD		\$ 72,732

Quote valid 90 days

Lead time: 4-6 months once purchase order is received

<p>Upon delivery, a site operator and maintenance contract \$500,000 provided by Exprolink / Madvac as authorized Madvac (\$500,000) General Aggregate.</p> <p>* Purchase order to the attention of Exprolink / Madvac, 2170 rue de la Province, Longueuil, QC J4G 1R7 Canada Tel: 855-651-0444</p> <p>* Payment via wire transfer \$500,000</p>	<p>City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverage. To include products of completed operations endorsements. Waiver of subrogation provided on Sourcewell member number.</p> <p>* Please indicate on your purchase order:</p> <ul style="list-style-type: none"> - Sourcewell member number - Exprolink / Madvac contract number 122017-EXP - Exprolink / Madvac quote number - Complete bill-to and ship-to address with contact name and phone number - Specify if ship-to address has a loading dock (or not) for delivery (*important)
--	--

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverage. To include products of completed operations endorsements. Waiver of subrogation provided on Sourcewell member number.

* Please indicate on your purchase order:

- Sourcewell member number
- Exprolink / Madvac contract number **122017-EXP**
- Exprolink / Madvac quote number
- Complete bill-to and ship-to address with contact name and phone number
- Specify if ship-to address has a loading dock (or not) for delivery (*important)

JD Mauk
Regional Sales Manager – Central USA
Exprolink / Madvac
Cell: 1-832-948-9636
jdmauk@exprolink.com

**City of Lubbock, TX
Capital Project
November 16, 2021**

Capital Project Number: 92720
Capital Project Name: General Fund Vehicle Replacement FY 21-22

Budget
\$ -

Agenda Item November 16, 2021

(4) LP61-G Litter Vacuums (5221)	72,732
9009A TerrainCut Rough Mower (5221)	73,404
<i>Encumbered/Expended To Date</i>	<u>146,136</u>

Estimated Costs for Remaining Appropriation

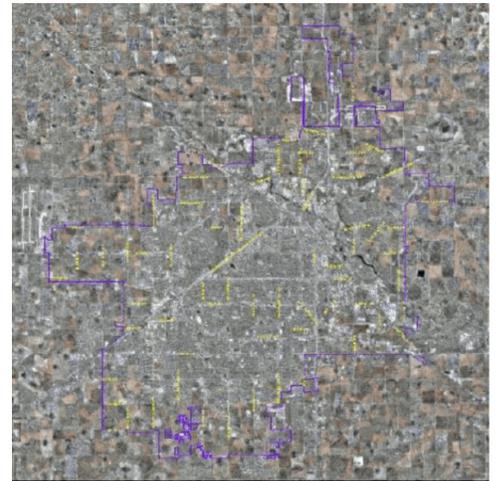
Vehicles and Equipment	<u>2,756,842</u>
<i>Remaining Appropriation</i>	<u>2,756,842</u>
Total Appropriation	<u><u>\$ 2,902,978</u></u>

Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**



Project Scope

This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration

- (2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - \$56,000
- (1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - \$32,000
- (1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - \$29,978

4311 - Building Safety

- (1) 1/2 ton pick-up (replacing 12010055) - \$25,000

4525 - Traffic Operations

- (1) 48" digging depth trencher (replacing 92001015) - \$55,000

4531 - Paved Streets

- (1) Steel Drum Roller with 51"-55" width (replacing 92009162) - \$65,000
- (1) Towable roller with rear vibration and split front drum (replacing 92010063) - \$75,000
- (1) Walk behind roller (replacing N/A) - \$8,000

5221 - Park Maintenance

- (1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - \$85,000
- (3) Litter Vacuum LP61-G (replacing N/A) - \$75,000
- (1) Tandem 10k Utility Trailer (replacing 02001116) - \$6,000

5311 - Animal Services

- (1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - \$52,000

5414 - Environmental Health

- (1) Mid-size SUV (NEW) - \$32,000

5419 - Vector Control

- (2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - \$60,000

5615 - Lubbock Fire Rescue

- (1) 50' Aerial (NEW) - \$200,000
- (2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - \$64,000

5811 - Residential Collection

- (1) Roll-Off (replacing 82010001) - \$160,000
- (1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - \$33,000
- (4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - \$1,280,000

5812 - Alley Maintenance

- (1) 12 yard dump with salt spreader hookups (replacing 82008181) - \$200,000
- (1) CAT 120 Motor Grader (replacing 82008204) - \$265,000



Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an acceptance of the FY2021 Edward Byrne Memorial Justice Grant Program, by and between the City of Lubbock and the United States Department of Justice, and the Office of the Attorney General.

Item Summary

This item is an acceptance of \$203,957 from the United States Department of Justice for the Edward Byrne Memorial Justice Grant Program to fund the Lubbock County Joint Enforcement Initiative Program. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, with each receiving \$101,978.50. The Lubbock Police Department (LPD) will manage the grant.

If awarded, 100% of the City's portion will be used to purchase electronic citation writers for patrol officers.

Fiscal Impact

The City's portion of the grant is \$101,978.50 and does not require a local match.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
Award Letter
Program Narrative
Budget Narrative
Budget Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock and the Lubbock Police Department, an acceptance of the **FY2021 Edward Byrne Memorial Justice Grant Program**, by and between the City of Lubbock and the United States Department of Justice, and the Office of the Attorney General, in the amount of **\$203,957.00**, of which **\$101,978.50** will be allocated to the Lubbock Police Department and an equal amount, **\$101,978.50**, will be allocated to Lubbock County, Texas, pursuant to an interlocal agreement between the City of Lubbock and Lubbock, County, Texas, and related documents. Said Acceptance agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

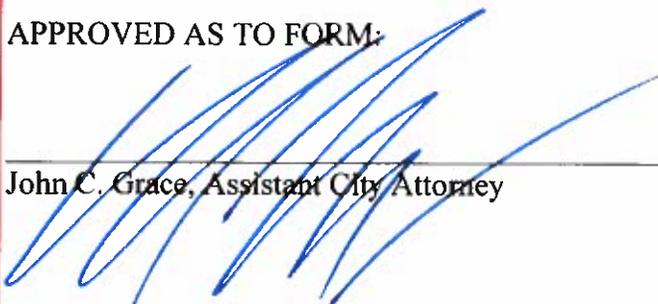
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

▼ Award Letter

October 13, 2021

Dear Dan Pope,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LUBBOCK, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$203,957.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	—	Terry

✓ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

LUBBOCK, CITY OF

DUNS Number

058213893

Street 1

1314 AVENUE K

Street 2

—

City
LUBBOCK

State/U.S. Territory
Texas

Zip/Postal Code
79401

Country
United States

County/Parish

Province

 **Award Details**

Federal Award Date
10/13/21

Award Type
Initial

Award Number
15PBJA-21-GG-01885-JAGX

Supplement Number
00

Federal Award Amount
\$203,957.00

Funding Instrument Type
Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	OJP Program Office BJA
Application Number	
GRANT13400799	

Grant Manager Name	Phone Number
Aja Pappas	202-532-5212
E-mail Address	
Aja.C.Pappas@usdoj.gov	

Project Title

FY2021 JAG Lubbock County Joint Enforcement Initiative

Performance Period Start Date	Performance Period End Date
10/01/2020	09/30/2024
Budget Period Start Date	Budget Period End Date
10/01/2020	09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug

treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal

Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written

guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants

administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at

<https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34**Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35**Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37**Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38**Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

 **39****Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 **40****Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 **41****Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 **42****"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by

BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that

extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Load More



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
Dan Pope

Signed Date And Time
10/19/2021 2:30 PM

Program Narrative

2021 LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

The Fiscal Year (FY) 2021 Justice Administration Grant (JAG) local solicitation has determined that the City of Lubbock (COL) and Lubbock County (LC), disparate jurisdictions, are eligible to apply for \$203,957 in funding. A Memorandum of Understanding (MOU) between the disparate jurisdictions, approved by the Lubbock City Council and the Lubbock County Commissioner's Court agrees to distribute the funds equitably. In other words, the COL will be allotted 50% (\$101,978.50) and LC, comprising the Lubbock County Criminal District Attorney's Office and the Lubbock County Sheriff's Office, will be allotted 50% (\$101,978.50).

The City of Lubbock's Accounting Department tracks dozens of grants from several different sources through the use of individual account numbers. Drawdowns and expenditures of all funds from this grant will be tracked using a specific account number assigned to this grant's funds that will differentiate it from all other grants, including other current Department of Justice and federal grants. All required reporting will be conducted through cooperation and coordination between City of Lubbock and Lubbock County personnel responsible for the management of this grant.

Description of the Issue:

A. Lubbock Police Department (LPD)

The LPD will begin to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

B. Lubbock Sheriff's Office (LSO)

The LSO Investigation Division continues to maintain, as well as expand, its capabilities in cyber-crimes and crime scene investigations to keep up with the latest technological advances. Technology is advancing so fast that equipment and software for investigators must also advance to keep up with the modern-day criminals already using technology to their advantage.

C. Lubbock Criminal District Attorney (LCDA)

The LCDA continues to upgrade its older mobile infrastructure, multi-media forensics lab, Crash Data Retrieval System and digital video processing capabilities along with necessary training in order to maintain the most technologically advanced prosecutor's office in the region.

Project Design and Implementation:

A. Lubbock Police Department

1. The LPD Patrol Bureau still utilizes hand-written citations for traffic-related enforcement actions. This is quickly becoming an antiquated practice, and industry standards dictate that we begin outfitting officers with electronic

citation writers. The adoption of this technology brings with it numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

Traffic-related incidents account for more police officer injuries and deaths than any other type of encounter. The electronic citation writers help to mitigate these risks by allowing officers to quickly collect offender information and issue a digital citation, substantially reducing the amount of time they are exposed to roadside hazards.

Departments across the nation are facing staffing shortages, and the LPD is no exception. By providing our officers with tools to do their jobs more efficiently, we are able to accomplish more with our limited resources. Since traffic enforcement is a core responsibility of patrol officers, automating the process will greatly increase productivity.

The LPD spends countless man hours processing data that is required to be collected from traffic stops. This is not only labor intensive, but introduces the possibility of human error. The deployment of electronic citation writers will automate all functions of data collection and processing, while substantially reducing the possibility of errors.

- *Performance measures:* Decreases in traffic-related injuries, ticketing errors and data processing time. Increase in traffic enforcement productivity.

B. Lubbock County Sheriff's Office

1. As cybercrimes continue to grow, becoming more advanced with increasing innovations in computer hardware and software technology, law enforcement must respond. The acquisition of modernized computer hardware, software, and related equipment would enhance law enforcement competencies to secure digital evidence for successful investigations and subsequent prosecutions. The goal of the project is to enhance the capabilities of the Cyber Crimes and Crime Scene investigation divisions so that the cases investigated and presented to the Criminal District Attorney's Office, a stakeholder, lead to more successful prosecutions.

- *Performance measures:* Cybercrime cases along with other cases presented to the Criminal District Attorney's Office would show improvement by way of using the latest technology available to investigators.

C. Lubbock County Criminal District Attorney's Office

1. The Lubbock County Criminal District Attorney's Office staffs certified Crash Data Retrieval Technician/Analyst and Crash Data Retrieval System (CDRS) to assist local and state law enforcement agencies investigate motor vehicle crashes. The CDRS has proven to be an invaluable tool for investigators by supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured and as a result the maintenance of a current CDRS comes at a considerable cost. The purchase of current

software, hardware and tools will insure the future reliability and usefulness of the CDRS. CDRS equipment requires periodic training to keep the technician/analyst certified and current with the system upgrades making training a priority.

- *Performance measures:* Maintain and acquire software, hardware, tools and training for the CDRS for all supported vehicles into the future.
2. The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime related videos and audio files to all Lubbock County law enforcement agencies as well as to agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.
 - *Performance measures:* Provide and maintain digital media evidence gathering technology to assist law enforcement agencies on the South Plains of Texas.
 3. The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used is mostly accessed by laptop computers and other mobile devices. As technology

advances, the need to upgrade, maintain equipment and infrastructure is necessary.

- *Performance measures:* Upgrade and maintain technological efficiency in prosecuting cases in Lubbock County.

4. Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office is the upsurge of digital video evidence. Each case now comes with in-car video and the majority of law enforcement in Lubbock County are now equipped with body cameras. This has doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trials. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place to accomplish this in a timely and efficient manner is a necessity for today's prosecuting offices. Coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is critical. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- *Performance measures:* Continue to obtain proper equipment and software needing to stay abreast of digital video issues in trial and to coordinate with local agencies as they obtain new video systems.

Capabilities and Competencies:

The LPD, LSO and LCDA not only coordinate their efforts to achieve a more capable and efficient criminal justice system, but do so with many Federal and State agencies, educational institutions, regional law enforcement agencies and community stakeholders as well.

Plan for Collecting the Required Data:

Performance measurement goals, objectives, evaluations and deliverables will be collected through communication and coordination with all grantees.

FY2021 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

Budget Narrative

Grant #: FY2021 JAG

TOTAL AWARD AMOUNT: \$ 203,957.00

City Of Lubbock Amount: \$ 101,978.50

County of Lubbock Amount: \$ 101,978.50

Local Match: \$ 0.00

City of Lubbock

1. Lubbock Police Department Equipment

A. Electronic Citation Writers

The Lubbock Police Department will begin to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

- Electronic Citation Writers \$ 101,978.50

Lubbock County

1. Sheriff's Office Equipment and Training

A. Cybercrime/Crime Scene Equipment

The Lubbock County Sheriff's Office (LSO) will purchase computer hardware, software and equipment to maintain and enhance their capabilities to investigate cybercrimes and to process crime scenes. With the advancement of technology, criminals are increasingly utilizing computers and the internet in their efforts. To keep up, it is paramount for law enforcement to have advanced knowledge, skills and equipment to counter the increasing sophistication of technology-related crimes. By upgrading equipment in the crime scene unit we are able to more thoroughly document scenes for evidentiary and investigatory purposes. By upgrading the Cyber Crime and Crime Scene Division equipment, the LSO will continue to stay abreast with the rapidly evolving world of technology. These upgrades will ensure the LSO continues to have the most advanced means to investigate crimes.

- Cybercrime and Crime Scene Equipment \$ 71,428.50

**1. Criminal District Attorney's Office
Equipment and Training**

A. Crash Data Retrieval System

The Lubbock County Criminal District Attorney's Office staffs a certified Crash Data Retrieval Technician/Analyst and a Crash Data Retrieval System (CDR). This technician is available to provide state and local law enforcement agencies with technical and analytical assistance investigating motor vehicle crashes. The CDR system has proven to be an invaluable tool for accident investigators and prosecutors. It provides an "unbiased witness" to the event, thereby supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured. As a result, the maintenance of our current CDR system comes at a considerable cost. The ability to purchase current software, hardware and tools will insure the future reliability and usefulness of the CDR system. Periodic training is also required to keep the technician/analyst certified and current with the system upgrades.

- Crash Data Retrieval Equipment Upgrade and Training \$ 12,000

B. Digital Forensics Unit

The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime-related videos and audio files to all Lubbock County law enforcement agencies as well to agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.

- Digital Forensics Equipment and Training \$ 6,000

C. Maintain and Upgrade Mobile Infrastructure

The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used are mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade and maintain equipment and infrastructure is necessary.

- Maintain and Upgrade Mobile Infrastructure Equipment \$ 7,500

D. Digital Video Processing

Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office, and every D.A. Office in America, is the explosion of digital video. Each case now comes with in-car video and the first responders in Lubbock County are now being equipped with body cameras. This will quickly double the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trial. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place is a necessity for today's prosecutor offices. Also, coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is crucial. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- Digital Video Processing Equipment \$ 5,000



**FY2021 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE
Budget Detail Worksheet**

TOTAL AWARD AMOUNT: \$ 203,957.00

City Of Lubbock Amount: \$ 101,978.50

County Of Lubbock Amount: \$ 101,978.50

City Of Lubbock	\$ 101,978.50
<i>Lubbock Police Department</i> — \$ 101,978.50	
1. Electronic Citation Writers	\$ 101,978.50

County Of Lubbock	\$ 101,978.50
<i>Lubbock Sheriff's Office</i> — \$ 71,428.50	
1. Equipment: Cybercrime and Crime Scene Equipment	\$ 71,478.50
<i>Lubbock Criminal District Attorney's Office</i> — \$ 30,500	
1. Equipment/Training: Crash Data Retrieval System	\$ 12,000
2. Equipment/Training: Digital Forensics Unit	\$ 6,000
3. Equipment: Mobile Infrastructure Upgrade & Maintenance	\$ 7,500
4. Equipment: Digital Video Processing	\$ 5,000



Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award, under the FY2021 Edward Byrne Memorial Justice Grant Program, to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

Item Summary

This interlocal agreement with Lubbock County, Texas funds the Lubbock County Joint Enforcement initiative program, utilizing \$203,957 awarded from the FY2021 Edward Byrne Memorial Justice Grant Program. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, with each receiving \$101,978.50. The Lubbock Police Department (LPD) will manage the grant.

Fiscal Impact

The City's portion of the grant is \$101,978.50 and does not require a local match.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
Interlocal Agreement
Program Narrative
Budget Narrative
Budget Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock and the Lubbock Police Department, an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's JAG award under the **FY2021 Edward Byrne Memorial Justice Grant Program** to Lubbock County, and related documents. It is anticipated that the City will receive total JAG funds in the amount of **\$203,957.00**, of which 50%, or **101,978.50**, will be transferred to the County in accordance with the attached interlocal agreement. Said interlocal agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

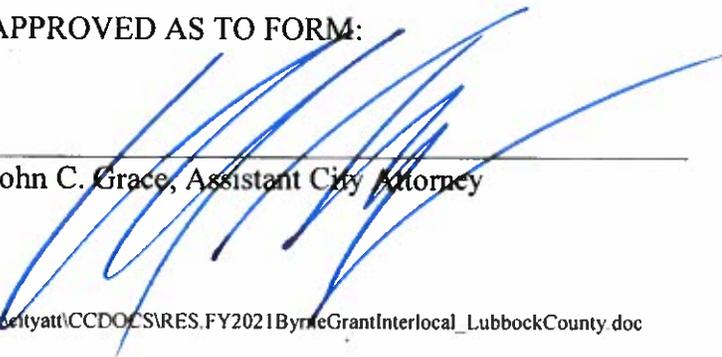
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS**

FY2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2021, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$101,978.50 from the JAG award for the FY2021 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM, said amount being 50% of the JAG award to the CITY; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as set forth above.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY 50% of the total JAG funds actually awarded to and received by the CITY. The CITY anticipates receiving a total of \$203,957.00 in JAG funding, and transferring 50% of that total to the COUNTY, in the anticipated amount of \$101,978.50. Nothing in this agreement obligates the CITY to transfer funds to the COUNTY in any amount in excess of 50% of those JAG funds actually allocated to, and received by, the CITY.

Section 2.

COUNTY agrees to use **\$101,978.50** for the FY2021 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE Program until September 30, 2022.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS

COUNTY OF LUBBOCK, TEXAS

DANIEL M. POPE, Mayor

CURTIS PARRISH, County Judge

ATTEST:

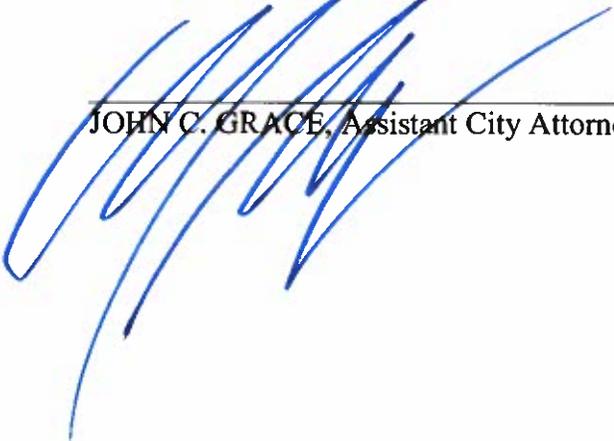
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:



FLOYD MITCHELL, Police Chief

APPROVED AS TO FORM:



JOHN C. GRACE, Assistant City Attorney

ATTEST:

KELLY PINION, County Clerk

APPROVED AS TO CONTENT:

KELLY S. ROWE, Sheriff

APPROVED AS TO FORM:

NEAL BURT, Assistant District Attorney
Civil Division Chief

Program Narrative

2021 LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

The Fiscal Year (FY) 2021 Justice Administration Grant (JAG) local solicitation has determined that the City of Lubbock (COL) and Lubbock County (LC), disparate jurisdictions, are eligible to apply for \$203,957 in funding. A Memorandum of Understanding (MOU) between the disparate jurisdictions, approved by the Lubbock City Council and the Lubbock County Commissioner's Court agrees to distribute the funds equitably. In other words, the COL will be allotted 50% (\$101,978.50) and LC, comprising the Lubbock County Criminal District Attorney's Office and the Lubbock County Sheriff's Office, will be allotted 50% (\$101,978.50).

The City of Lubbock's Accounting Department tracks dozens of grants from several different sources through the use of individual account numbers. Drawdowns and expenditures of all funds from this grant will be tracked using a specific account number assigned to this grant's funds that will differentiate it from all other grants, including other current Department of Justice and federal grants. All required reporting will be conducted through cooperation and coordination between City of Lubbock and Lubbock County personnel responsible for the management of this grant.

Description of the Issue:

A. Lubbock Police Department (LPD)

The LPD will begin to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

B. Lubbock Sheriff's Office (LSO)

The LSO Investigation Division continues to maintain, as well as expand, its capabilities in cyber-crimes and crime scene investigations to keep up with the latest technological advances. Technology is advancing so fast that equipment and software for investigators must also advance to keep up with the modern-day criminals already using technology to their advantage.

C. Lubbock Criminal District Attorney (LCDA)

The LCDA continues to upgrade its older mobile infrastructure, multi-media forensics lab, Crash Data Retrieval System and digital video processing capabilities along with necessary training in order to maintain the most technologically advanced prosecutor's office in the region.

Project Design and Implementation:

A. Lubbock Police Department

1. The LPD Patrol Bureau still utilizes hand-written citations for traffic-related enforcement actions. This is quickly becoming an antiquated practice, and industry standards dictate that we begin outfitting officers with electronic

citation writers. The adoption of this technology brings with it numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

Traffic-related incidents account for more police officer injuries and deaths than any other type of encounter. The electronic citation writers help to mitigate these risks by allowing officers to quickly collect offender information and issue a digital citation, substantially reducing the amount of time they are exposed to roadside hazards.

Departments across the nation are facing staffing shortages, and the LPD is no exception. By providing our officers with tools to do their jobs more efficiently, we are able to accomplish more with our limited resources. Since traffic enforcement is a core responsibility of patrol officers, automating the process will greatly increase productivity.

The LPD spends countless man hours processing data that is required to be collected from traffic stops. This is not only labor intensive, but introduces the possibility of human error. The deployment of electronic citation writers will automate all functions of data collection and processing, while substantially reducing the possibility of errors.

- *Performance measures:* Decreases in traffic-related injuries, ticketing errors and data processing time. Increase in traffic enforcement productivity.

B. Lubbock County Sheriff's Office

1. As cybercrimes continue to grow, becoming more advanced with increasing innovations in computer hardware and software technology, law enforcement must respond. The acquisition of modernized computer hardware, software, and related equipment would enhance law enforcement competencies to secure digital evidence for successful investigations and subsequent prosecutions. The goal of the project is to enhance the capabilities of the Cyber Crimes and Crime Scene investigation divisions so that the cases investigated and presented to the Criminal District Attorney's Office, a stakeholder, lead to more successful prosecutions.

- *Performance measures:* Cybercrime cases along with other cases presented to the Criminal District Attorney's Office would show improvement by way of using the latest technology available to investigators.

C. Lubbock County Criminal District Attorney's Office

1. The Lubbock County Criminal District Attorney's Office staffs certified Crash Data Retrieval Technician/Analyst and Crash Data Retrieval System (CDRS) to assist local and state law enforcement agencies investigate motor vehicle crashes. The CDRS has proven to be an invaluable tool for investigators by supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured and as a result the maintenance of a current CDRS comes at a considerable cost. The purchase of current

software, hardware and tools will insure the future reliability and usefulness of the CDRS. CDRS equipment requires periodic training to keep the technician/analyst certified and current with the system upgrades making training a priority.

- *Performance measures:* Maintain and acquire software, hardware, tools and training for the CDRS for all supported vehicles into the future.
2. The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime related videos and audio files to all Lubbock County law enforcement agencies as well as to agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.
 - *Performance measures:* Provide and maintain digital media evidence gathering technology to assist law enforcement agencies on the South Plains of Texas.
 3. The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used is mostly accessed by laptop computers and other mobile devices. As technology

advances, the need to upgrade, maintain equipment and infrastructure is necessary.

- *Performance measures:* Upgrade and maintain technological efficiency in prosecuting cases in Lubbock County.

4. Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office is the upsurge of digital video evidence. Each case now comes with in-car video and the majority of law enforcement in Lubbock County are now equipped with body cameras. This has doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trials. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place to accomplish this in a timely and efficient manner is a necessity for today's prosecuting offices. Coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is critical. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- *Performance measures:* Continue to obtain proper equipment and software needing to stay abreast of digital video issues in trial and to coordinate with local agencies as they obtain new video systems.

Capabilities and Competencies:

The LPD, LSO and LCDA not only coordinate their efforts to achieve a more capable and efficient criminal justice system, but do so with many Federal and State agencies, educational institutions, regional law enforcement agencies and community stakeholders as well.

Plan for Collecting the Required Data:

Performance measurement goals, objectives, evaluations and deliverables will be collected through communication and coordination with all grantees.

FY2021 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

Budget Narrative

Grant #: FY2021 JAG

TOTAL AWARD AMOUNT: \$ 203,957.00

City Of Lubbock Amount: \$ 101,978.50

County of Lubbock Amount: \$ 101,978.50

Local Match: \$ 0.00

City of Lubbock

1. Lubbock Police Department Equipment

A. Electronic Citation Writers

The Lubbock Police Department will begin to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

- Electronic Citation Writers \$ 101,978.50

Lubbock County

1. Sheriff's Office Equipment and Training

A. Cybercrime/Crime Scene Equipment

The Lubbock County Sheriff's Office (LSO) will purchase computer hardware, software and equipment to maintain and enhance their capabilities to investigate cybercrimes and to process crime scenes. With the advancement of technology, criminals are increasingly utilizing computers and the internet in their efforts. To keep up, it is paramount for law enforcement to have advanced knowledge, skills and equipment to counter the increasing sophistication of technology-related crimes. By upgrading equipment in the crime scene unit we are able to more thoroughly document scenes for evidentiary and investigatory purposes. By upgrading the Cyber Crime and Crime Scene Division equipment, the LSO will continue to stay abreast with the rapidly evolving world of technology. These upgrades will ensure the LSO continues to have the most advanced means to investigate crimes.

- Cybercrime and Crime Scene Equipment \$ 71,428.50

**1. Criminal District Attorney's Office
Equipment and Training**

A. Crash Data Retrieval System

The Lubbock County Criminal District Attorney's Office staffs a certified Crash Data Retrieval Technician/Analyst and a Crash Data Retrieval System (CDR). This technician is available to provide state and local law enforcement agencies with technical and analytical assistance investigating motor vehicle crashes. The CDR system has proven to be an invaluable tool for accident investigators and prosecutors. It provides an "unbiased witness" to the event, thereby supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured. As a result, the maintenance of our current CDR system comes at a considerable cost. The ability to purchase current software, hardware and tools will insure the future reliability and usefulness of the CDR system. Periodic training is also required to keep the technician/analyst certified and current with the system upgrades.

- Crash Data Retrieval Equipment Upgrade and Training \$ 12,000

B. Digital Forensics Unit

The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime-related videos and audio files to all Lubbock County law enforcement agencies as well to agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.

- Digital Forensics Equipment and Training \$ 6,000

C. Maintain and Upgrade Mobile Infrastructure

The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used are mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade and maintain equipment and infrastructure is necessary.

- Maintain and Upgrade Mobile Infrastructure Equipment \$ 7,500

D. Digital Video Processing

Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office, and every D.A. Office in America, is the explosion of digital video. Each case now comes with in-car video and the first responders in Lubbock County are now being equipped with body cameras. This will quickly double the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trial. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place is a necessity for today's prosecutor offices. Also, coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is crucial. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- Digital Video Processing Equipment \$ 5,000



**FY2021 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE
Budget Detail Worksheet**

TOTAL AWARD AMOUNT: \$ 203,957.00

City Of Lubbock Amount: \$ 101,978.50

County Of Lubbock Amount: \$ 101,978.50

City Of Lubbock	\$ 101,978.50
<i>Lubbock Police Department — \$ 101,978.50</i>	
1. Electronic Citation Writers	\$ 101,978.50

County Of Lubbock	\$ 101,978.50
<i>Lubbock Sheriff's Office — \$ 71,428.50</i>	
1. Equipment: Cybercrime and Crime Scene Equipment	\$ 71,478.50
<i>Lubbock Criminal District Attorney's Office — \$ 30,500</i>	
1. Equipment/Training: Crash Data Retrieval System	\$ 12,000
2. Equipment/Training: Digital Forensics Unit	\$ 6,000
3. Equipment: Mobile Infrastructure Upgrade & Maintenance	\$ 7,500
4. Equipment: Digital Video Processing	\$ 5,000



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0155, for Zone Case 1624-A, a request of OJD Engineering, LLC for SDIRA Wealth, for a zone change from High-Density Apartment District (A-2) to Reduced Setback Single-Family District (R-1A), at: 2405 North Avenue N, located north of Wabash Street and east of North Avenue P, on 15.164 acres of unplatted land out of Block A, Section 78.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 1624-A Ordinance
Zone Case 1624-A Staff Report
Zone Case 1624-A Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1624-A; A ZONING CHANGE FROM A-2 TO R-1A ZONING DISTRICT AT 2405 NORTH AVENUE N, LOCATED NORTH OF WABASH STREET AND EAST OF NORTH AVENUE P, ON 15.164 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 78, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 1624-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **R-1A** zoning district at 2405 North Avenue N, located north of Wabash Street and east of North Avenue P, on 15.164 acres of unplatted land out of Block A, Section 78, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

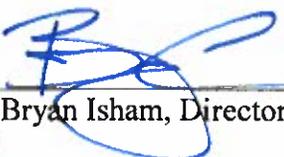
Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

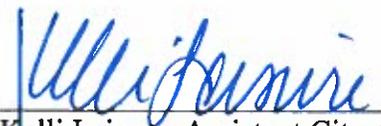
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1624-A____
10.29.21

Staff Report	Zone Case 1624-A
City Council Meeting	November 1, 2021

Applicant OJD Engineering, LLC

Property Owner SDIRA Wealth

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed through Ordinance No. 2536 and zoned Transition (T).
- April 6, 1960, Zone Case 0804: This property was rezoned from Transition (T) to Single-Family District (R-1) through Ordinance No. 3093.
- October 9, 1969, Zone Case 1624: This property was rezoned from Single-Family District (R-1) to High-Density Apartment District (A-2) through Ordinance No. 5761.

Notification Summary

- Notifications Sent: 49
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The property was annexed in 1958 and has remained vacant and unsubdivided.

Adjacent Property Development

The properties to the north are zoned High-Density Apartment District (A-2) and A-2 with a Special Exception for Townhomes. The properties to the south, east, and west are zoned Single-Family District (R-1) and are developed with single-family residences or subdivided as residential lots. Property to the southeast is zoned Single-Family District (R-1) with a Specific Use for Reduced Setbacks.

Zoning Request and Analysis

Item Summary

The subject property is located at 2405 North Avenue N, north of Wabash Street and east of North Avenue P on 15.164 acres of unplatted land out of Block A, Section 78. The applicant is requesting to rezone the property from A-2 to R-1A.

Current zoning: High-Density Apartment District (A-2)

Requested zoning: Reduced Setback Single-Family District (R-1A)

Intent Statements

The intent of the current A-2 zoning is “to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses.”

The intent of the proposed R-1A zoning is “to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a ‘quality environment’ for the residents of the district and city.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is north of Wabash Street and east of North Avenue P, both of which are designated as local streets. Local streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Low Density Residential” land uses. The proposed zone change to R-1A is consistent with this designation and conforms to the principles of the Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to existing residential areas.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses but may require additional public improvements, as the property is currently unsubdivided.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documents
- I. Notification Replies

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Reduced Setback Single-Family District \(R-1A\)](#)

Transportation: The proposed development has points of access from Wabash Street and Avenue P.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Wabash Street <i>Local Street</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved
Avenue P <i>Local Street</i>	R.O.W. 56 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

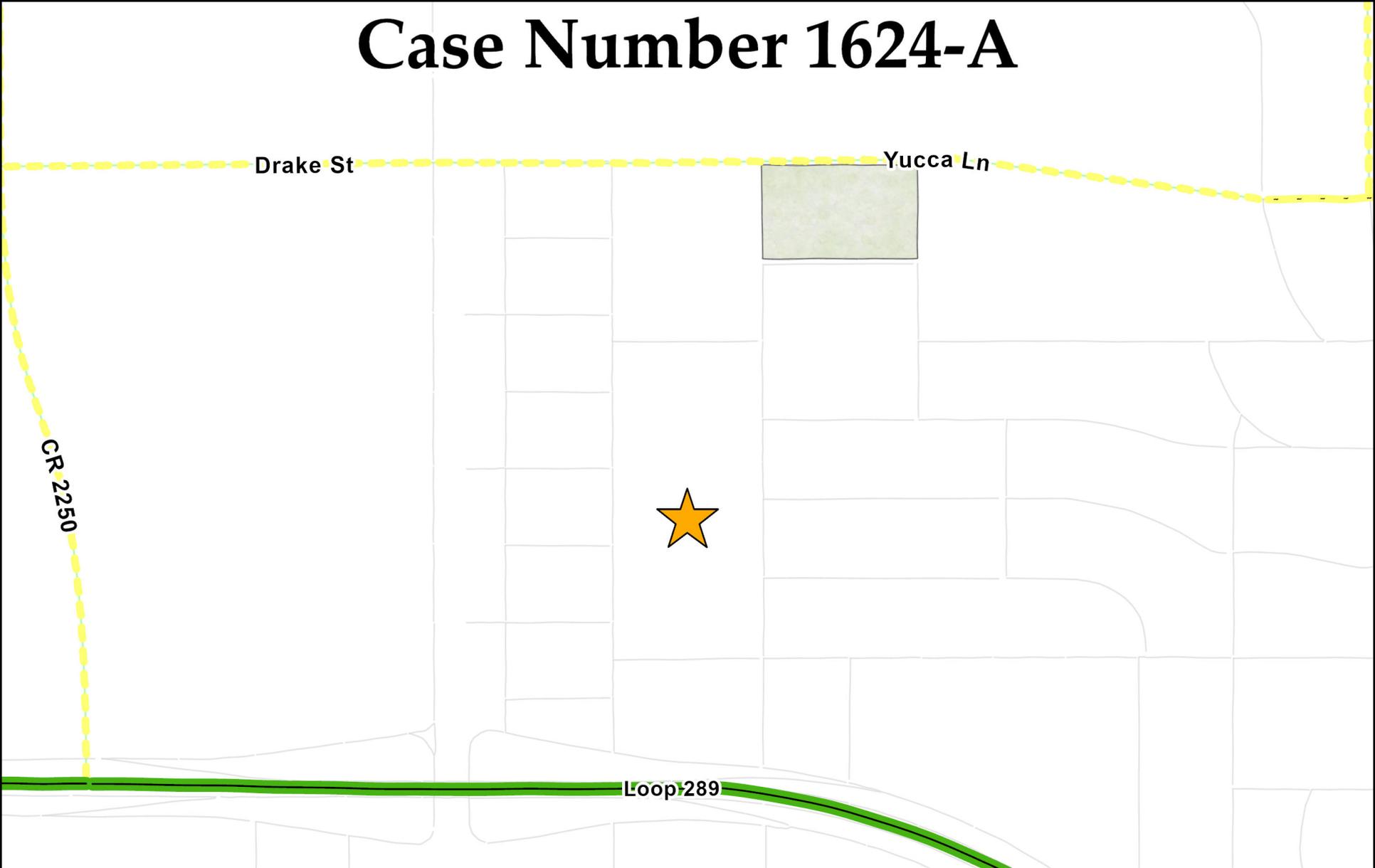
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

Case Number 1624-A



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

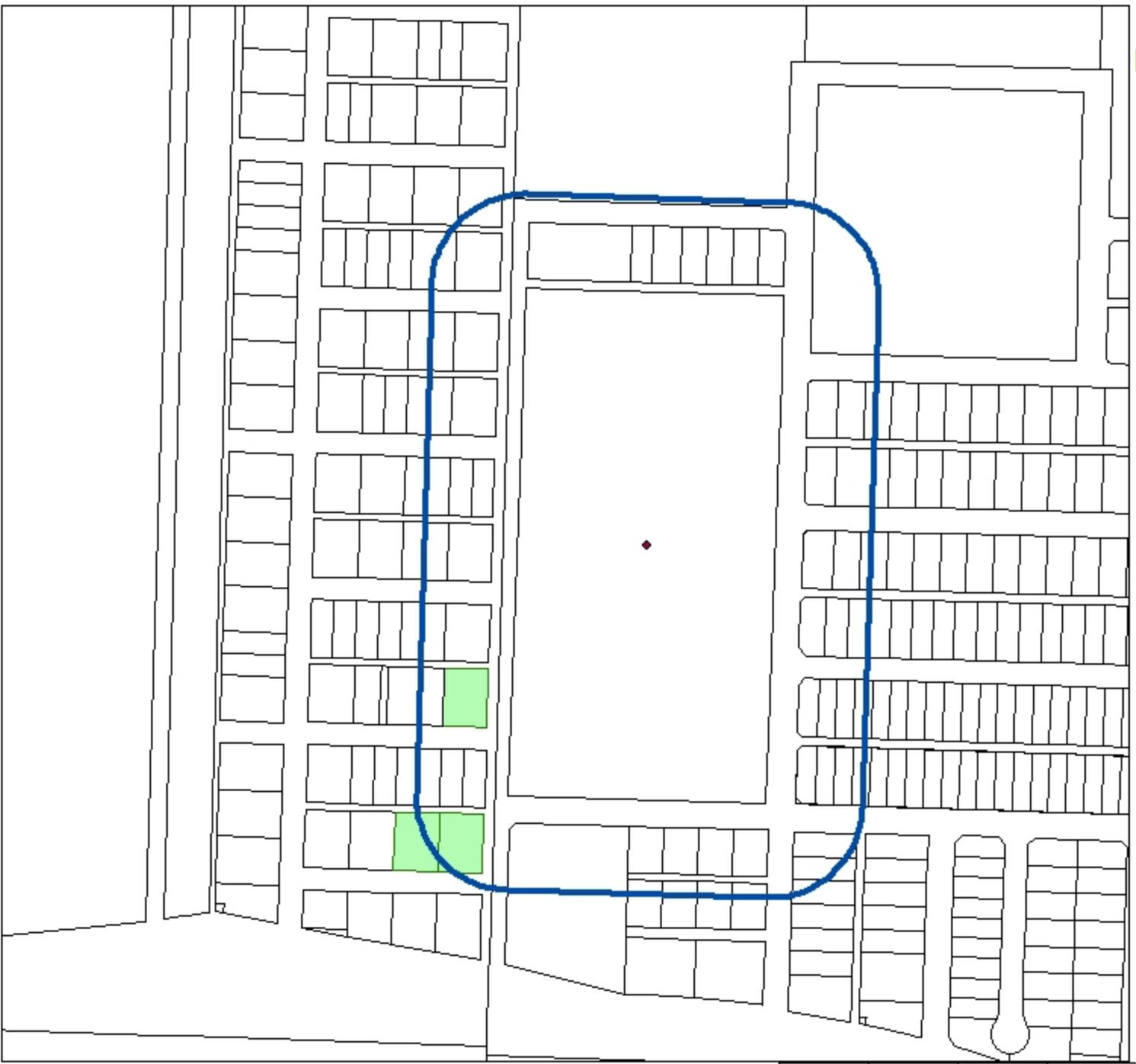


PZC Mailout Notifications Received



Legend

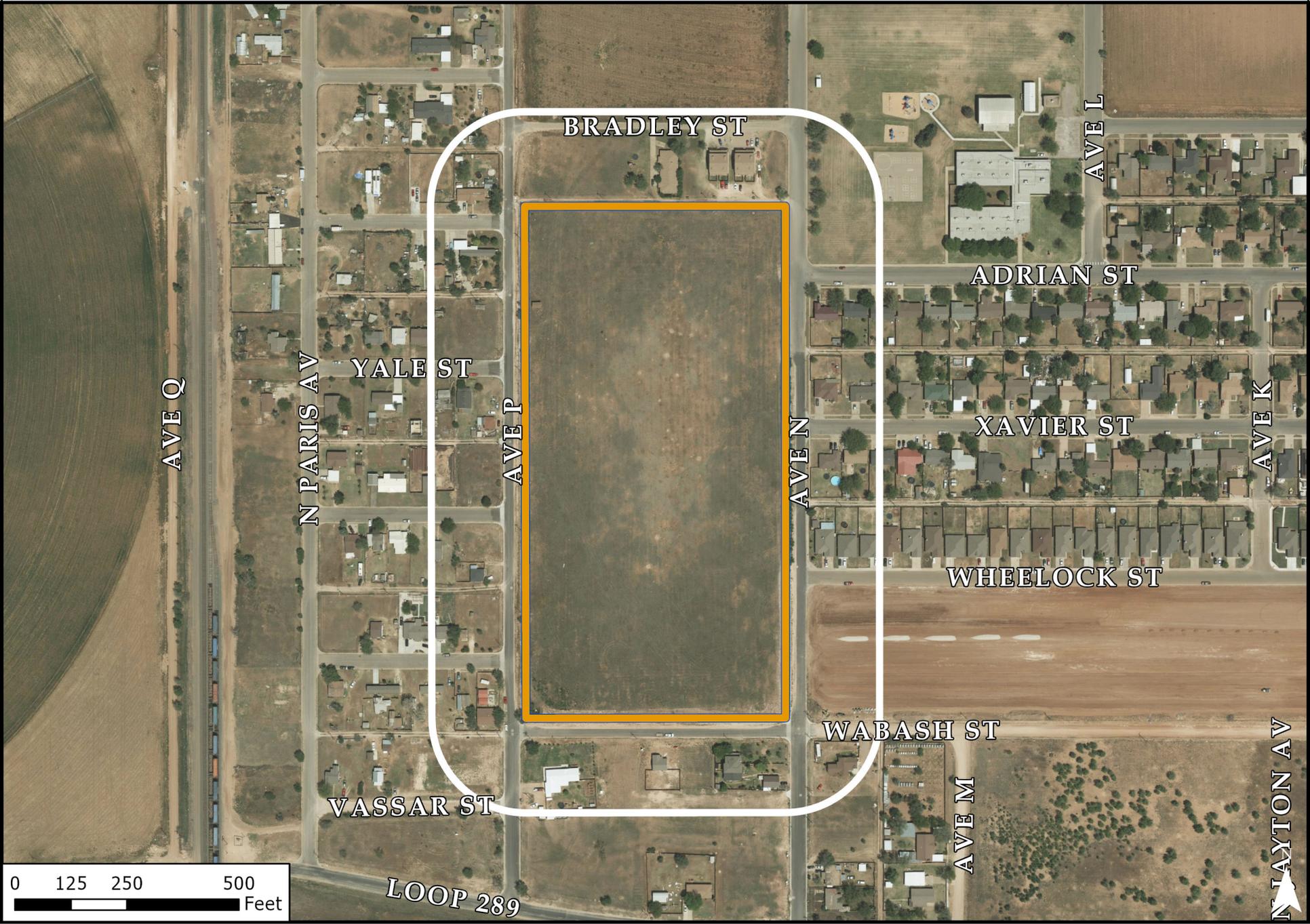
- ◆ LocatorPnt1624_A
- ▭ MailoutBuffer1624_A
- ▭ <all other values>
- Notification Result**
- ▭ In Favor
- ▭ No Feedback
- ▭ Opposed
- ▭ LCAD.DBO.TaxParcel



0 200 400 800 Feet

Created by Planning Department
Date: 9/30/2021

Case Number 1624-A



BRADLEY ST

AVE L

ADRIAN ST

AVE Q

N PARIS AV

YALE ST

AVE P

XAVIER ST

AVE K

WHEELOCK ST

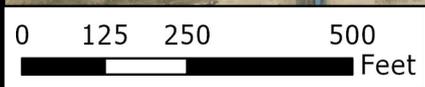
VASSAR ST

WABASH ST

AVE M

LAYTON AV

LOOP 289

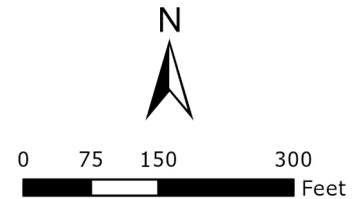
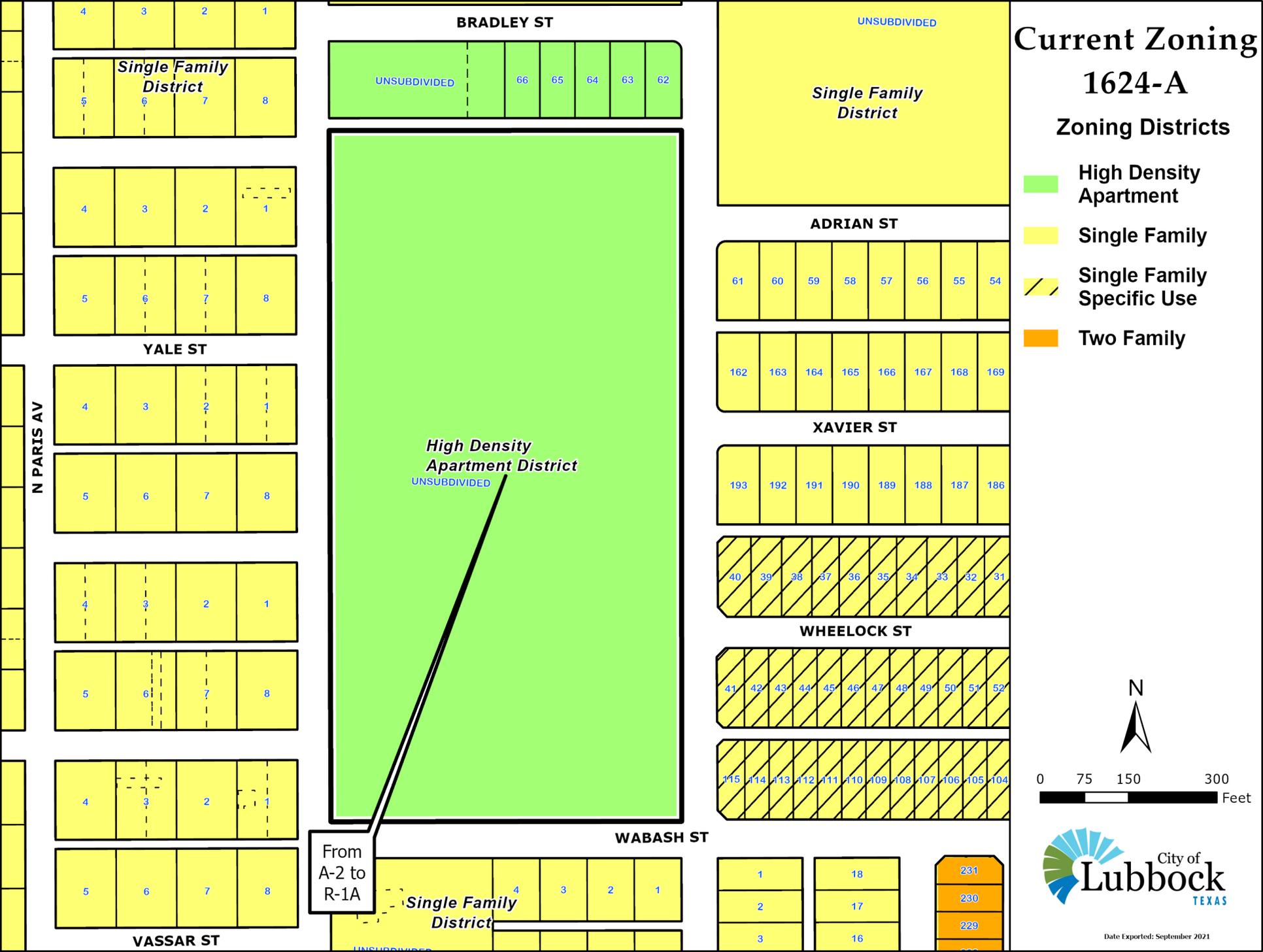


Current Zoning

1624-A

Zoning Districts

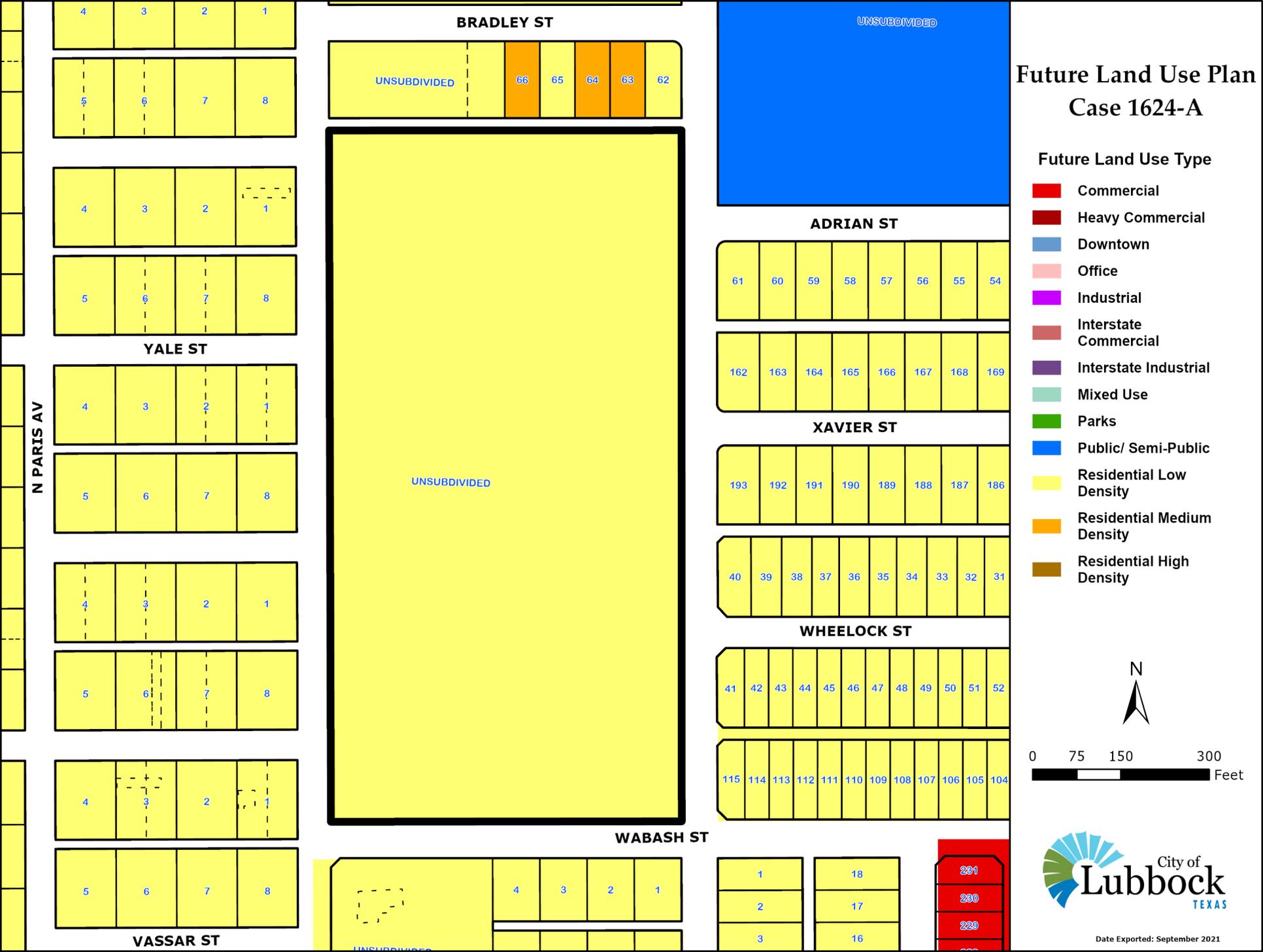
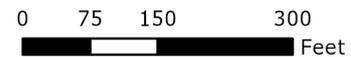
-  High Density Apartment
-  Single Family
-  Single Family Specific Use
-  Two Family



Future Land Use Plan Case 1624-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



BRADLEY ST

UNSUBDIVIDED

66 65 64 63 62

UNSUBDIVIDED

ADRIAN ST

61 60 59 58 57 56 55 54

162 163 164 165 166 167 168 169

XAVIER ST

193 192 191 190 189 188 187 186

40 39 38 37 36 35 34 33 32 31

WHELOCK ST

41 42 43 44 45 46 47 48 49 50 51 52

115 114 113 112 111 110 109 108 107 106 105 104

WABASH ST

4 3 2 1

1

18

231

2

17

230

3

16

229

YALE ST

4 3 2 1

5 6 7 8

VASSAR ST

4 3 2 1

5 6 7 8

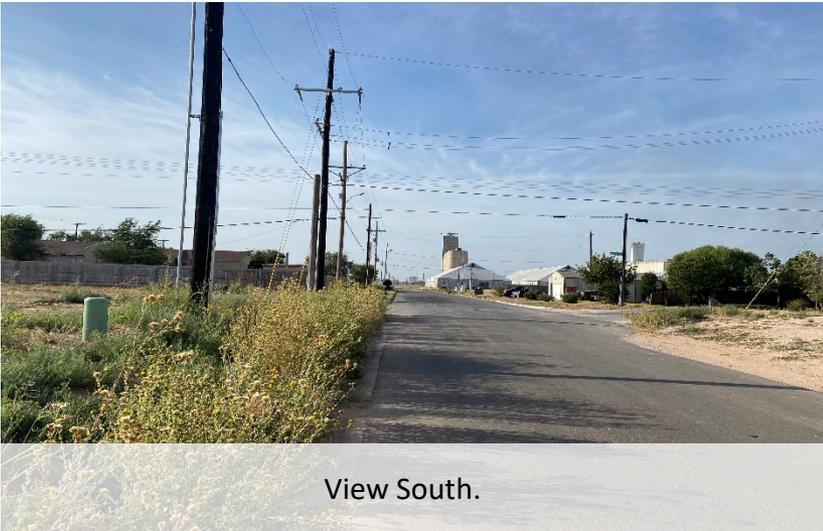
N PARIS AV



View North.



View East—Subject Property



View South.



View West.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Northeast Corner - Wabash Street & North Avenue P
 Lots/Tracts: Tracts I & II
 Survey & Abstract: Survey: Block A, Section 78 Abstract: 688
 Metes and Bounds Attached: Yes No Total Acreage of Request: 15.164 Acres
 Existing Land Use: Vacant Land Unsubdivided Existing Zoning: A-2
 Requested Zoning: R-1A
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: OJD Engineering, LLC
 Name: Michael Adams
 Address: 328 E HWY 62 City: Wolfforth State: TX
 ZIP Code: 79382 Telephone: 806-791-2300 Email: michael.adams@ojdengineering.com
 Applicant's Signature: 
 Date: 9/2/2021 Printed Name: Michael J Adams

Owner Information

Firm Name: SDIRA Wealth
 Owner: Preston M. Despenas
 Address: 5721 82nd Street City: Lubbock State: TX
 ZIP Code: 79423 Telephone: (773) 419-7661 Email: preston@sdirawealth.com
 Property Owner's Signature: 
 Date: 9/2/2021 Printed Name: Preston M. Despenas

Preparer Information

Preparer's Signature: _____
 Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **1624-A**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Kevin Walkup
Signature: Kevin Walkup
Address: 4833-45th ST LBK TX 79414
Address of Property Owned: 1604 Wabash LBK TX
Phone Number: 806 789 6562
Email: Woodgrinder135@yahoo.com

Zone Case Number: **1624-A** R136349 Recipient 33 of 47
WALKUP, KEVIN
4833 45TH ST
LUBBOCK TX 79414

RECEIVED
SEP 28 2021
BY: Ashlyn E. Henry

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1624-A**

In Favor

Opposed

Reasons and/or Comments:

Print Name DANA L. WELLER

Signature: *Dana L. Weller*

Address: 1609 YALE ST.

Address of Property Owned: 1602, 1604, 1612 VASSAR, 2303 + 2319 N. PARIS

Phone Number: (806) 548-9855

Email: weller.dana@yahoo.com

Zone Case Number: **1624-A**

R136606

Recipient 35 of 47

WELLER, DANA L

PO BOX 2101

LUBBOCK

TX 79408-2101



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0164, for Zone Case 1927-C, a request of Darcey Achin for Godbold Multi Arts, Inc., for a zone change from Local Retail District (C-2) Specific Use to Commercial District (C-4) Specific Use for an Event Center, at 2601 19th Street, located south of 19th Street and west of University Avenue, Ellwood Place Addition, Block 7, Lot 1 and the East 26.5 feet of Lot 2.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a vote of 5-2.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 1927-C Ordinance
Zone Case 1927-C Staff Report
Zone Case 1927-C Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1927-C; A ZONING CHANGE FROM C-2 SPECIFIC USE TO C-4 SPECIFIC USE FOR AN EVENT CENTER, AT 2601 19TH STREET LOCATED SOUTH OF 19TH STREET AND WEST OF UNIVERSITY AVENUE, ELLWOOD PLACE ADDITION, BLOCK 7, LOT 1 AND EAST 26.5' OF LOT 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 1927-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2 Specific Use** to **C-4 Specific Use** for an **Event Center** zoning district at 2601 19th Street located south of 19th Street and west of University Avenue, Ellwood Place Addition, Block 7, Lot 1 and East 26.5' of Lot 2, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as 2601 19th Street located south of 19th Street and west of University Avenue, Ellwood Place Addition, Block 7, Lot 1 and East 26.5' of Lot 2, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

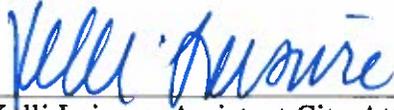
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1927-C
10.29.21

Staff Report	Zone Case 1927-C
City Council Meeting	November 1, 2021

Applicant Darcey Achin
Property Owner Godbold Multi Arts Inc.
Council District 3

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- March 13, 1941: Ordinance No. 661. This property was originally zoned Apartment District (D).
- April 6, 1955: Ordinance No. 1695. This property was rezoned from Apartment District (D) to Multi-Family District (R-3).
- December 20, 1973; Ordinance No. 6770. Zone Case 1927: This property was rezoned from R-3 to C-3 Specific Use for a Hotel or Motel with Alcohol Sales for on premise or off premise consumption as an incidental use.
- May 13, 1982; Ordinance No. 8312. Zone Case 1927-A: The site plan for the property’s Specific Use for a Hotel or Motel with Alcohol Sales for on premise or off premise consumption as an incidental was amended to include office uses.
- May 13, 1993; Ordinance No. 9609. Zone Case 1927-B: This property was rezoned from R-3 and C-3 Specific Use to C-2 Specific Use for Theater and Staff or Visiting Artist Living Quarters.
- July 8, 2009; Ordinance No. 2009-00055. Zone Case 2134-D: A portion of this property was zoned from C-2 Specific Use for Theater and Staff or Visiting Artist Living Quarters to C-4 limited to a restaurant with a separate exterior entrance to a bar area.
- July 1, 2021; Zone Case 1927-C: This case was presented to the Planning and Zoning Commission and was postponed to July 29th in order to update the zone change boundary.
- July 29, 2021; Zone Case 1927-C: This case was presented to the Planning and Zoning Commission and was postponed to October 7th.

Notification Summary

- Notifications Sent: 29
- Received In Favor: 2
- Received In Opposition: 5

Site Conditions and History

The subject property was previously developed with St. Mary’s of the Plains Hospital and Al Hambra Hotel and Restaurant. The structure was built in 1936.

Adjacent Property Development

To the north across 19th Street is Texas Tech University, which is zoned Single-Family District (R-1). To the east are the Colony House Apartments and Lutheran Student Center zoned Apartment-Medical District (AM). Properties to the south are developed with single family homes and zoned R-1. To the west is the Staybridge Suites hotel, zoned R-3 and Café J which is zoned C-4.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 2601 19th Street, located south of 19th Street and west of University Avenue. The applicant requests a zone change from Local Retail District (C-2) Specific Use to Commercial District (C-4) Specific Use for an Event Center on a property described as Ellwood Place Addition, Block 7, Lot 1 and East 26.5' of Lot 2.

Current zoning: Local Retail District (C-2) Specific Use

Requested zoning: Commercial District (C-4) Specific Use for an Event Center

Intent Statements

The intent of the current C-2 zoning is, "... to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the requested C-4 zoning is, "... to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the requested Specific Use zoning is, "... to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the zoning ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts

The proposed zone change location is along 19th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials are intended to move high volumes of traffic at relatively high speeds. The current infrastructure is suitable for the requested zone change in this location.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area, there is C-4 zoning existing directly to the west of the subject property. It is important to note that there is a residential neighborhood to the south of the property and "because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered" (Sec. 40.03.2231 of the Code of Ordinances).

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for Commercial/Light Retail uses. The proposed zone change to C-4 would bring the property into alignment with the FLUP. This area would also be considered a "retail node" because of its proximity to a major thoroughfare intersection. Uses located in a retail node are intended to be commercial.

Conformance with Zoning Ordinance

The zone change is in conformance with the zoning ordinance. The proposed use for this property was recently considered to fall under the categorization of "dance hall", however the City Council approved an amendment to the zoning ordinances to distinguish an event center from a dance hall. An Event Center is now permitted as a Specific Use in C-2, C-3, and C-4 districts through Section 40.03.3103 (d)(1) and 40.03.3103 (f)(3). An event center is defined as "A public or privately owned structure or area used for the purposes of public performances, private receptions or parties, conferences, ceremonies or similar attractions that may generate heavy traffic. Accessory uses may include food preparation facilities, concessions, offices, and restaurants" (Sec. 40.01.003(64a)). It is important to note that the subject property abuts a residential neighborhood to the south and "compatibility with adjacent residential areas should be carefully considered" when rezoning to C-4 (according to Section 40.03.2231 of the Code of Ordinance).

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses.

Attachments

- A. Case Information
- B. Thoroughfare Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

Staff Contacts

Bailey Shillings
Planner

Planning Department
806-775-3147

bshillings@mylubbock.us

Kristen Sager

Planning and Zoning Manager

Planning Department
806-775-2109

ksager@mylubbock.us

Case Information: Zone Case 1927-C



Allowable Uses: [Commercial District \(C-4\)](#)
[Specific Use for an Event Center](#)

Transportation: The proposed development has points of access from 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, 7-lane, divided, paved	R.O.W. 110 feet, 7-lane, divided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

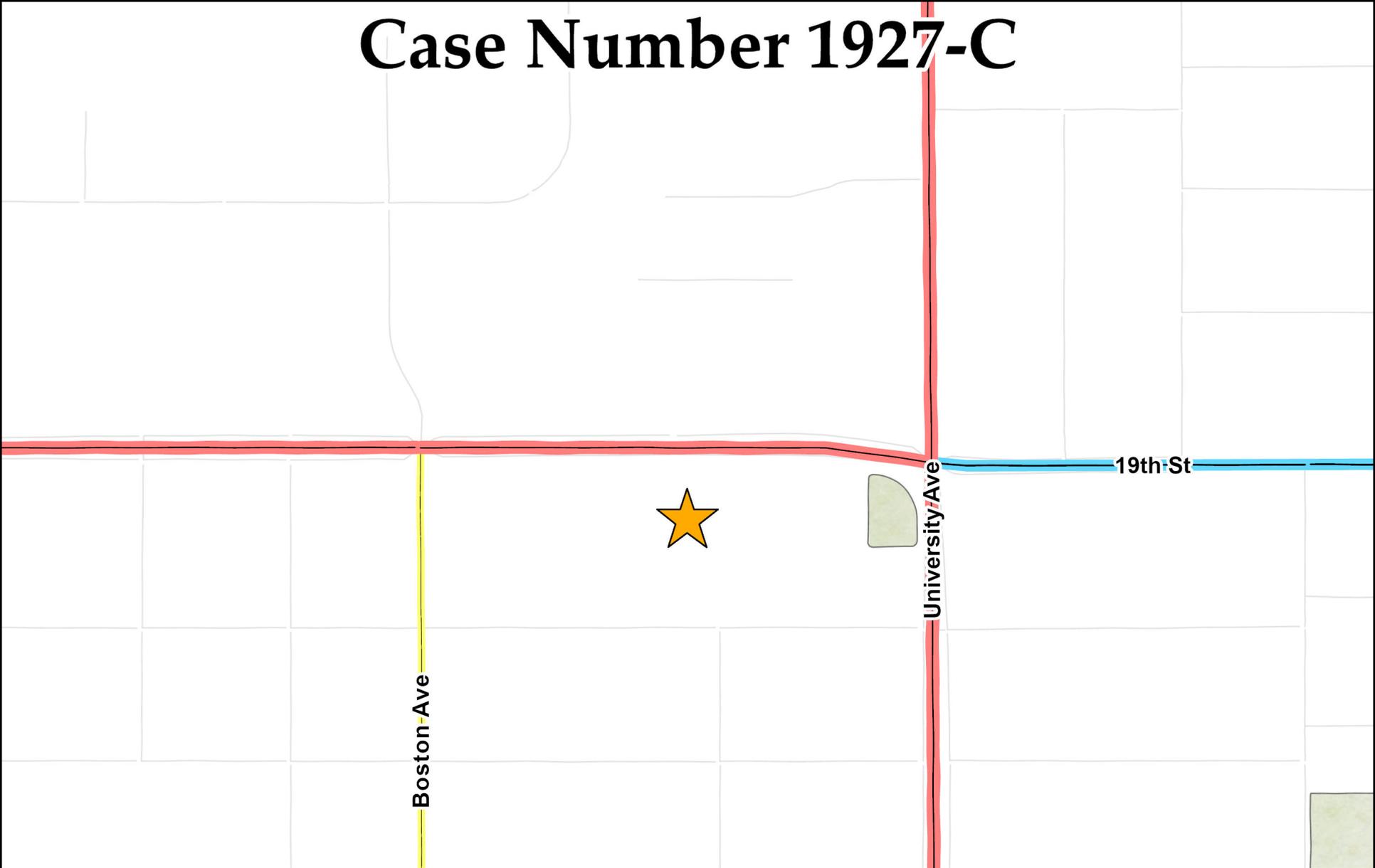
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

Case Number 1927-C



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received



Legend

-  LocatorPnt1927_C
-  MailoutBuffer1927_C
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed



20TH ST

0 80 160 320 Feet

Created by Planning Department
Date: 10/14/2021

Case Number 1927-C



18TH ST

19TH ST

20TH ST

21ST ST

BOSTON AV

AKRON AV

UNIVERSITY AV

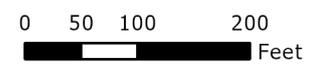
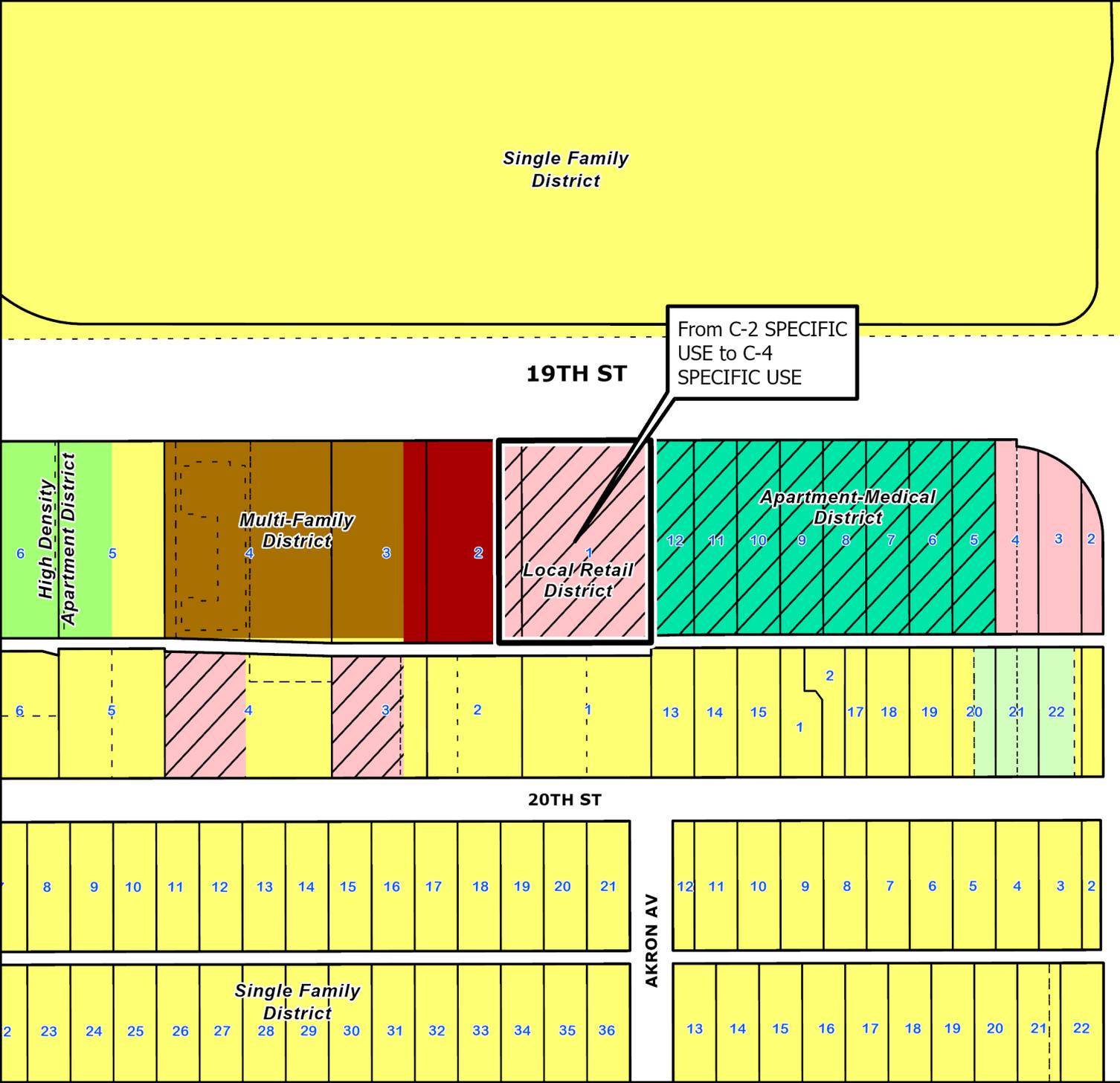
0 125 250 500
Feet



Current Zoning 1927-C

Zoning Districts

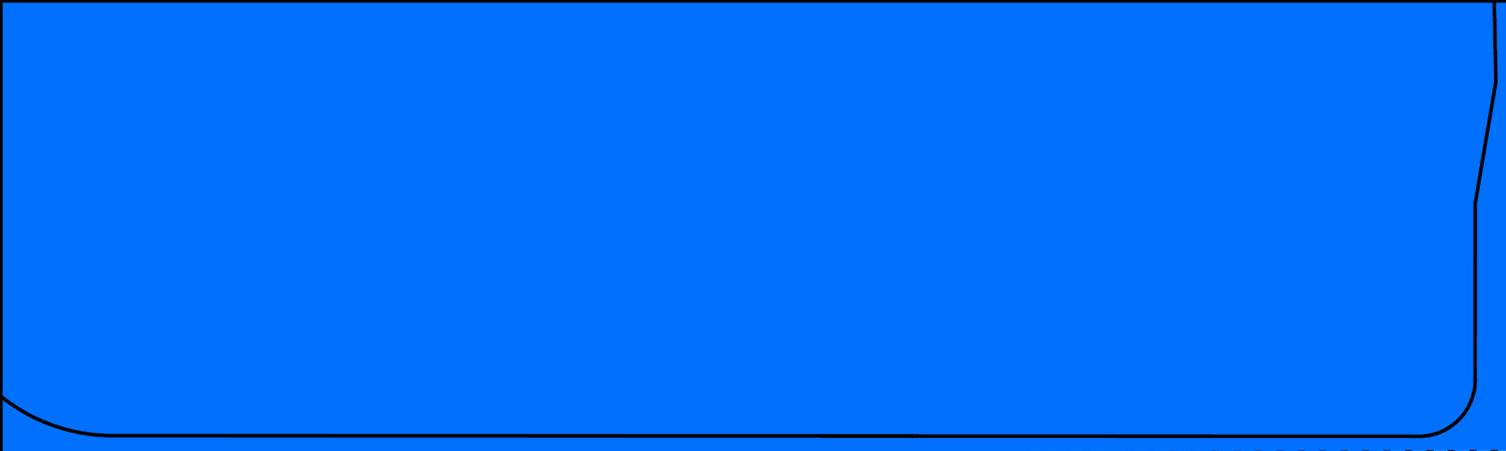
-  Family Apartment
-  High Density Apartment
-  Apartment-Medical Specific Use
-  Local Retail
-  Local Retail Specific Use
-  Commercial
-  Single Family
-  Multi-Family



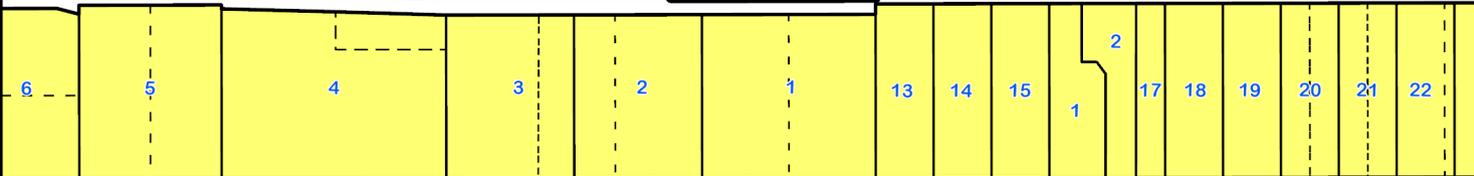
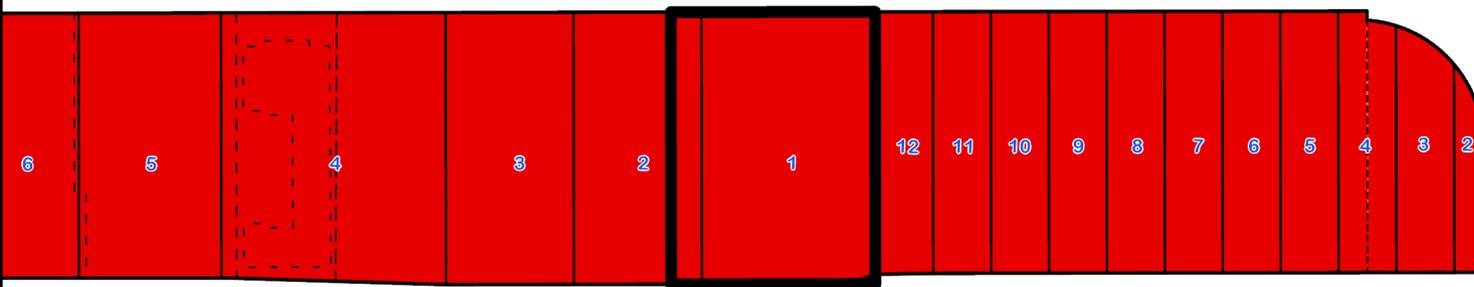
Future Land Use Plan Case 1927-C

Future Land Use Type

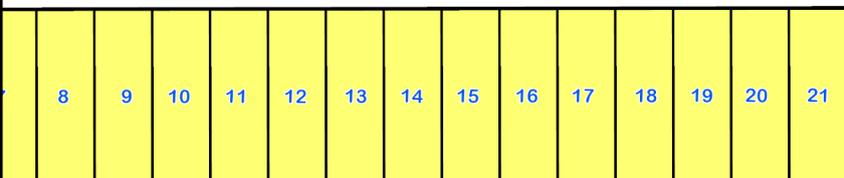
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



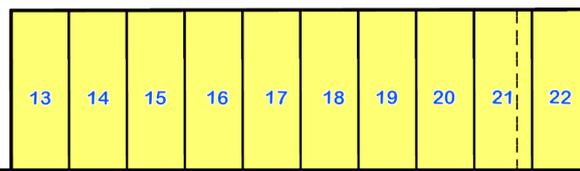
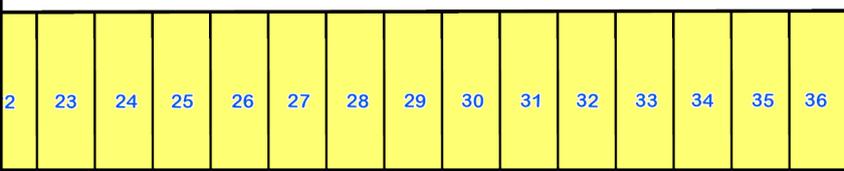
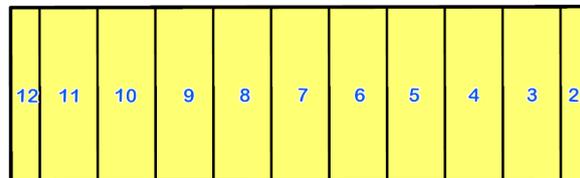
19TH ST



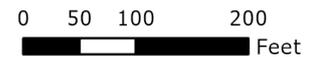
20TH ST



AKRON AV



UNIVERSITY AV



1927-C



Subject property. View to the south.



View to the east.



View to the north.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2601 19th
Lots/Tracts: _____
Survey & Abstract: _____
Metes and Bounds Attached: Yes No Total Acreage of Request: _____
Existing Land Use: theater, restraunt Existing Zoning: c2 c4 r3
Requested Zoning: c4 specific use for a dance hall
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Darcey Achin
Name: LBK FOOD PARK and Vintage Godbold Theater
Address: 2601 19th City: Lubbock State: TX
ZIP Code: 79410 Telephone: (806)392-3677 Email: d.achin@yahoo.com
Applicant's Signature: _____
Date: 05/26/2021 Printed Name: Darcey Achin

Owner Information

Firm Name: Godbold Multi arts inc
Owner: Carlton Godbold
Address: 2601 19th City: Lubbock State: TX
ZIP Code: 79410 Telephone: (806)787-0465 Email: carltongodbold@yahoo.com
Property Owner's Signature: _____
Date: 05/26/2021 Printed Name: Carlton Godbold

Preparer Information

Preparer's Signature: _____
Date: 05/26/2021 Printed Name: Darcey Achin

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

SEE ATTACHED

Print Name GARY STEPHENS

Signature: [Signature]

Address: 1006 JUNEAU AVE

Address of Property Owned: 20TH ST - 2519, 2521, 2522

Phone Number: 806-831-1550 2601, 2602, 2603

Email: GRS LUBBOCK@GMAIL. 2609 & 2605 20TH

Zone Case Number: **1927-C**
STEPHENS, GARY R
1006 JUNEAU ST

R39238

Recipient 12 of 29

06/20/2019

City of Lubbock
Planning and Zoning Commission
Re: 1927-C

Gary Stephens owner – 2519, 2521, 2522, 2601, 2602, 2603, 2604, 2605 20th Street; 2005 and 2006 Akron
Opposed to proposed zoning change.

Statement

Allowing for the specific use of “Dance Hall” bar over time will significantly decrease my rental income and therefor significantly decrease the value of my property and endanger the current trend of property enhancement.

Comments

- **No separation between commercial and residential.**
The commercial buildings directly access the alley way. The proposed parking area directly accesses the residential neighborhood. There is no fence or screening wall. The activities of the dance hall will openly flow into the neighborhood. There already existing altercation with Café Js bar customers. There are City of Lubbock police records of intoxicated individual harassing adjacent tenants and breaking and entering adjacent properties.
- **Increased utilities demand in alleyway.**
Infrastructure is already burdened. There is a history of electrical “brown outs” to adjacent properties. Electrical load of a dance hall will exasperate the issue. There is a history of sewage smell and overflow that have been reported to TCEQ in the past. The occupant load and subsequent required toilet fixture count will also exasperate this issue. With previous occupants (Chrome) the existing trash / waste receptacles would not accommodate the shared commercial / residential collection. The alleyway required consistent maintenance and cleaning to keep adjacent properties acceptable. This will also be exasperated.
- **Noise nuisance.**
This is a quiet rental neighborhood. Typical occupants include young professionals, upper class students and graduates. There already existing late-night noise from the hotel pool but typically noise ends by 10pm as required by ordinance. The dance hall will create a noise nuisance until 2am. Once again, there is not a separation. The noise of the facility will create an unacceptable nuisance.

Closing

I have owned property for 20 years on 20th Street. I have high end rentals with carefully screened and selected tenants. I manage and maintain all my owner properties on daily basis. I have significantly invested my time and finances into the long-term enhancement of the neighborhood. Allowing the occupancy of a “night hall” bar due to the comments above will greatly endanger my future success in the neighborhood as well as the continued enhancement of the neighborhood.

I appreciated the zoning ordinance structure allowing for business to grow while protecting our communities. I also greatly appreciate the P&Z considering changes to allow for the change in growth patterns. But, It is my opinion, allowing for this specific use, will **not** be in the City of Lubbock’s or the community’s best interest.

Thank you,

Gary Stephens

Baynetta M. Jordan, P.C.

Attorney at Law
Baynetta M. Jordan

3305 66th St., Ste.3
Lubbock, TX 79413

baynetta@baynettajordanattorney.com

Telephone:(806)763-3661
Fax:(806) 741-1396

June 23, 2021

Planning and Zoning Commission
PO Box 2000
Lubbock, TX 79457

RE: P&Z Case No.: 1927-C

Dear Members:

I own the property at 2615 20th street and I oppose the proposed zoning changes which you will be considering on July 1, 2021. My property is located directly across the street from the parking lot which is on 20th street and is apparently included in the proposed zone change.

I oppose the change to C-4 commercial use as I believe it will be harmful to the residents and property owners in the area contiguous to the parking lot. The commercial use will undoubtedly attract many individuals to the area and will increase the traffic, congestion, noise and parking issues. The noise produced by the cars, and particularly the racing cars on 19th Street and University Avenue , already cause an inordinate amount of noise pollution. Adding additional traffic, compounded by late hours of operation for the proposed use , will be a nightmare for the residents in the area.

Additionally, the excess trash and garbage which will be produced by the activities proposed will be a great nuisance to everyone living or owning property in the area. Commercial use will also likely bring more crime into the area which will spill over into the surrounding properties and place an undue burden on the residents. The commercial use directly next to a residential neighborhood, does not provide a buffer for the activities which commercial use attracts and is not a sound and reasonable city plan. The zoning change will also be detrimental to the residential property values in the surrounding area.

The approval of this request and the subsequent rezoning will be the beginning of the erosion of an historic neighborhood in Lubbock and should not be approved. The UNIT neighborhood and Tech Terrace area has been an attraction to single families, professionals, faculty, staff and students at Texas Tech for generations. This encroachment on the neighborhood for commercial activity does nothing to add to the attractiveness or value of the neighborhood and will in all likelihood be deleterious to the entire area including the area which abuts Texas Tech and 19th Street.

Please oppose the zoning change so that it may remain as it is currently zoned. Thank you for the opportunity to respond.

Very Truly Yours,



BAYNETTA M. JORDAN



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

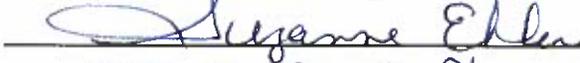
Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

20th narrow street

Print Name SUZANNE EHLER
Signature: 
Address: 3909 85th Pl. 79423
Address of Property Owned: 2621 20th St.
Phone Number: 806-535-1802
Email: ehler7@suddenlink.net

Zone Case Number: **1927-C**
MEEKS DORTHA &
SUZANNE EHLER
3909 85th PLACE

R39003

Recipient 3 of 29

LUBBOCK

TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

20th. Narrow Street

Print Name: SUZANNE EHLER
Signature: Suzanne Ehler
Address: 3909-85th. Pl. 79423
Address of Property Owned: 2623-20th. ST.
Phone Number: 806-535-1802
Email: ehler7@suddenlink.net

Zone Case Number: **1927-C** R39026 Recipient 21 of 29
EHLER, SUZANNE
Attn: DORTHA MEEKS
3909 85TH PL
LUBBOCK TX 79423

email to: CityPlanning@mylubbock.us.

C. W. Foose
3129 Hanover St.
Dallas, TX 75225

July 1, 2021

City of Lubbock Planning Dept.
1314 Avenue K
Lubbock, TX 79457

Re: Zoning Case # 1927-C Godbold Multi Arts, Inc.

Attention: Bailey

Dear Bailey:

I am a property owner of a single family residence at 2606 20th St., Lubbock, TX 79410.

This letter is emailed to you to express my objection to the zoning case mentioned above that would allow "Food Truck uses" on the land along 19th St. and on 20th St.. This does not seem to be a use that would be compatible with residential uses along 20th St. due to the factors listed as follows: excessive noise in the neighborhood, traffic increase on a residential street, late night-time uses that may not be compatible with residential uses, and lastly, trash that usually accompanies such uses even beyond the location of the restaurants. In addition, such a use may lead to devaluing the neighboring residential properties.

The zoning notice letter stated a use for **Dance Hall** which definitely does not belong in a residential neighborhood for reasons stated above.

It is my understanding that the City Staff does not support this zoning change and I hope the Planning and Zoning Commission will agree and vote against such a change of use.

Sincerely,

C.W. (Bill) Foose

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

Need to Add previous uses:
* Staff Living Quarters
* Visiting Artists Living Quarters
please!

Print Name: Carlton Godbold
Signature: Carlton Godbold
Address: 222 Chuck Wagon Rd Lubbock Tx 79404
Address of Property Owned: 2601 19th
Phone Number: 806 787-0465
Email: carltongodbold@yahoo.com

Zone Case Number: **1927-C** R38502
GODBOLD MULTIARTS INC
222 CHUCKWAGON RD

LUBBOCK TX 79404

Recipient 12 of 14



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:

P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Linda M. Hagge, Tx District of the Lutheran Church
Signature: Linda M. Hagge
Address: 7900 E Hwy 290, Austin, TX 78724
Address of Property Owned: 2615 19th St., Lubbock, TX 79410
Phone Number: 512-926-4272 x251
Email: lindahagge@txlcms.org

Zone Case Number: **1927-C**

R38680

Recipient 3 of 14

TEX DIST LUTHERAN CHURCH
7900 E HIGHWAY 290

AUSTIN

TX 78724-2402

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1927-C**

In Favor

Opposed

Reasons and/or Comments:

Expanding the use of the cultural center would benefit the community without burdening the adjacent neighborhood.
The Godbold's have shown care & concern for the community.

Print Name Steve Diffenderfer
Signature: [Signature]
Address: 2235 Pecan Grove Ct, Dallas
Address of Property Owned: 2610 20th Street, Lubbock
Phone Number: 214-704-0973
Email: steve@diffrealestate.com

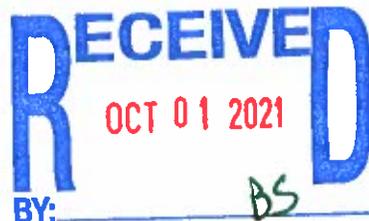
Zone Case Number: **1927-C**
DIFFENDERFER, STEPHEN W
2235 PECAN GROVE CT

R38611

Recipient 1 of 14

DALLAS

TX 75228





Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0156, for Zone Case 2538-W, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) to Two-Family District (R-2), generally located south of 4th Street and east of Upland Avenue, on 73.45 acres of unplatted land out of Block JS, Section 10.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a vote of 6-0-1.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2538-W Ordinance
Zone Case 2538-W Staff Report
Zone Case 2538-W Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-W; A ZONING CHANGE FROM R-1 TO R-2 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 4TH STREET AND EAST OF UPLAND AVENUE, ON 73.45 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 10, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2538-W

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from R-1 to R-2 zoning district generally located south of 4th Street and east of Upland Avenue, on 73.45 acres of unplatted land out of Block JS, Section 10, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2538-W
10.29.21



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(1 OF 2)

METES AND BOUNDS DESCRIPTION of a 32.54-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 32.54-acre tract, whence the southwest corner of Section 10, Block JS bears S 06°23'33" W, a distance of 5286.30';

THENCE S 88° 09' 35" E a distance of 555.16 feet to a point of intersection;

THENCE S 01° 41' 25" W a distance of 1637.91 feet to a point of intersection;

THENCE N 88° 06' 14" W a distance of 934.92 feet to a point of intersection;

THENCE N 01° 39' 56" E a distance of 1337.00 feet to a point of intersection;

THENCE S 88° 09' 35" E a distance of 379.68 feet to a point of intersection;

THENCE N 01° 50' 47" E a distance of 300.00 to the Point of Beginning and containing approximately 32.54 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

August 20, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(2 OF 2)

METES AND BOUNDS DESCRIPTION of a 40.91-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 40.91-acre tract, whence the southwest corner of Section 10, Block JS bears S 06°26'48" W. a distance of 659.87';

THENCE N 01° 39' 56" E a distance of 1878.79 feet to a point of curvature;

THENCE northeasterly, along a curve to the right, an arc distance of 40.16 feet, said curve having a radius of 25.50 feet, a delta angle of 90° 13' 50", a chord distance of 36.13 feet and a chord bearing of N 46° 46' 51" E. to a point of tangency;

THENCE S 88° 06' 14" E a distance of 74.27 feet to a point of intersection;

THENCE N 89° 47' 48" E a distance of 150.12 feet to a point of intersection;

THENCE S 88° 07' 29" E a distance of 684.55 feet to a point of intersection;

THENCE S 01° 41' 25" W a distance of 1907.54 feet to a point of intersection;

THENCE N 88° 19' 28" W a distance of 933.63 to the Point of Beginning and containing approximately 40.91 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

August 20, 2021

Staff Report	Zone Case 2538-W
City Council Meeting	November 1, 2021

Applicant AMD Engineering, LLC

Property Owner 806 Land Group, LLC

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: This property was annexed and zoned Transition (T) through Ordinance No. 8660.
- October 10, 1985, Zone Case 2538: This property was zoned from Transition (T) to Single-Family District (R-1) through Ordinance No. 8827.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1984 and has remained vacant. There is a middle school developed between the two properties.

Adjacent Property Development

The subject property is surrounded by Single-Family District (R-1) zoning, with some additional Two-Family District (R-2) and Family Apartment District (A-1) zoning to the west. There are some established residential homes to the west and a middle school developed directly between the two subject properties. The remaining land around the subject properties is vacant.

Zoning Request and Analysis

Item Summary

The subject property is located south of 4th Street and east Upland Avenue, on 73.45 acres of unplatted land out of Block JS Sec 10. The applicant requests a zone change from Single-Family District (R-1) to Two-Family District (R-2).

Current zoning: Single-Family District (R-1)

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the current R-1 zoning is, “...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a “quality environment” for the residents of the district and city.”

The intent of the proposed R-2 zoning is, “...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in

accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along 4th Street, 12th Street and Upland Avenue, with 4th Street designated as a Minor Arterial, 12th Street designated as a Collector, and Upland Avenue designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network, and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. Collector streets provide access and movement within residential, commercial, and industrial areas. All of these roadways will be able to adequately serve the traffic associated with the uses in the R-2 district.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Residential Low Density” land uses. While R-2 is considered “Residential Medium Density,” it is appropriate for this area, adjacent to other residential zoning and land uses, and is consistent with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential zoning and uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and may need additional public improvements to support the intensity of use described in the R-2 zoning district, as the property is still unsubdivided.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109

ksager@mylubbock.us

Case Information: Zone Case 2538-W



Allowable Uses: [Two-Family District R-2](#)

Transportation: The proposed development has points of access from 4th Street, Upland Avenue and 12th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4 th Street, <i>Minor Arterial, Completed</i>	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Upland Avenue, <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
12 th Street, <i>Collector, Future</i>	R.O.W 64 feet, four-lane, undivided, paved	R.O.W 64 feet, four-lane, undivided, paved

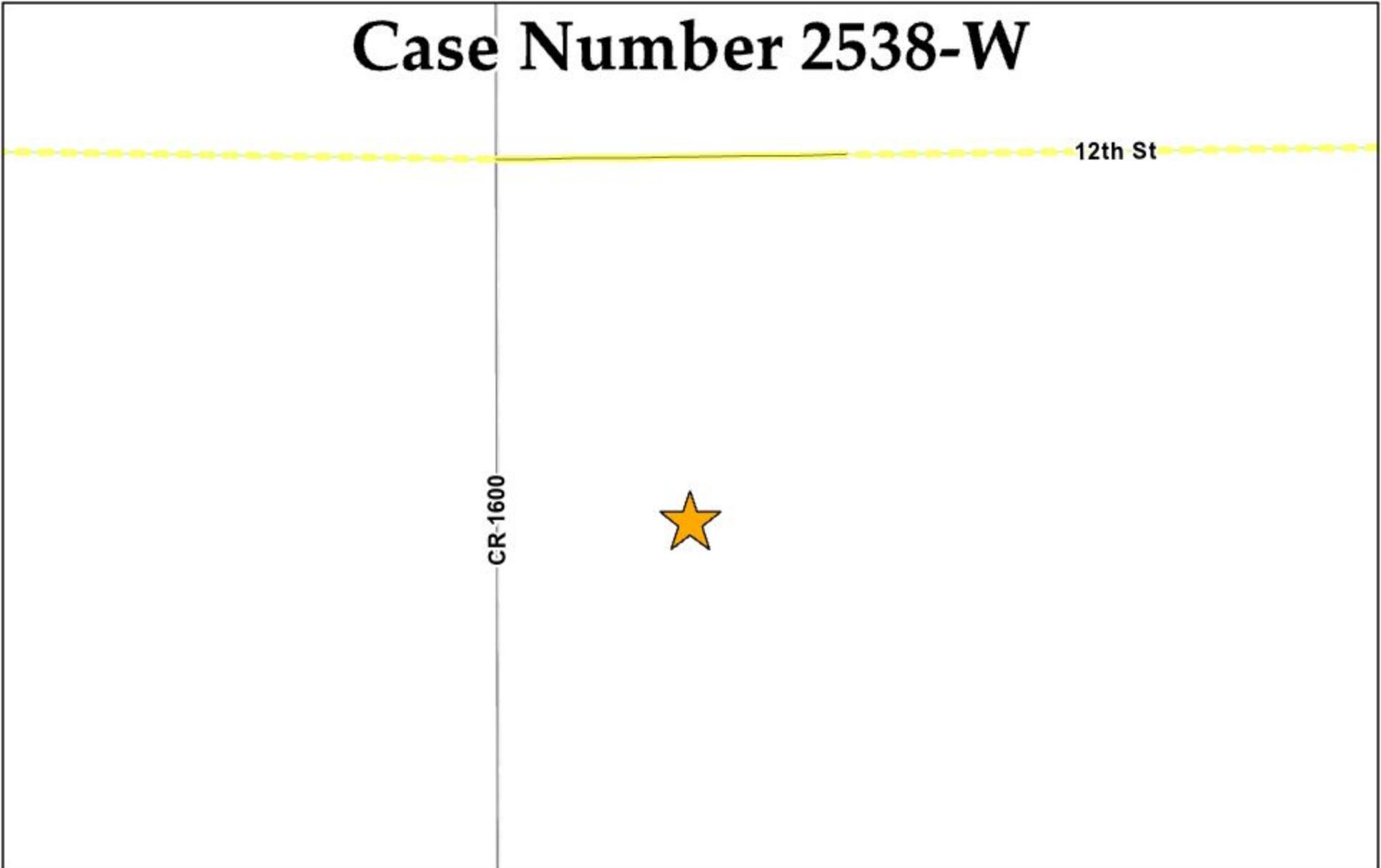
Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Case Number 2538-W



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop

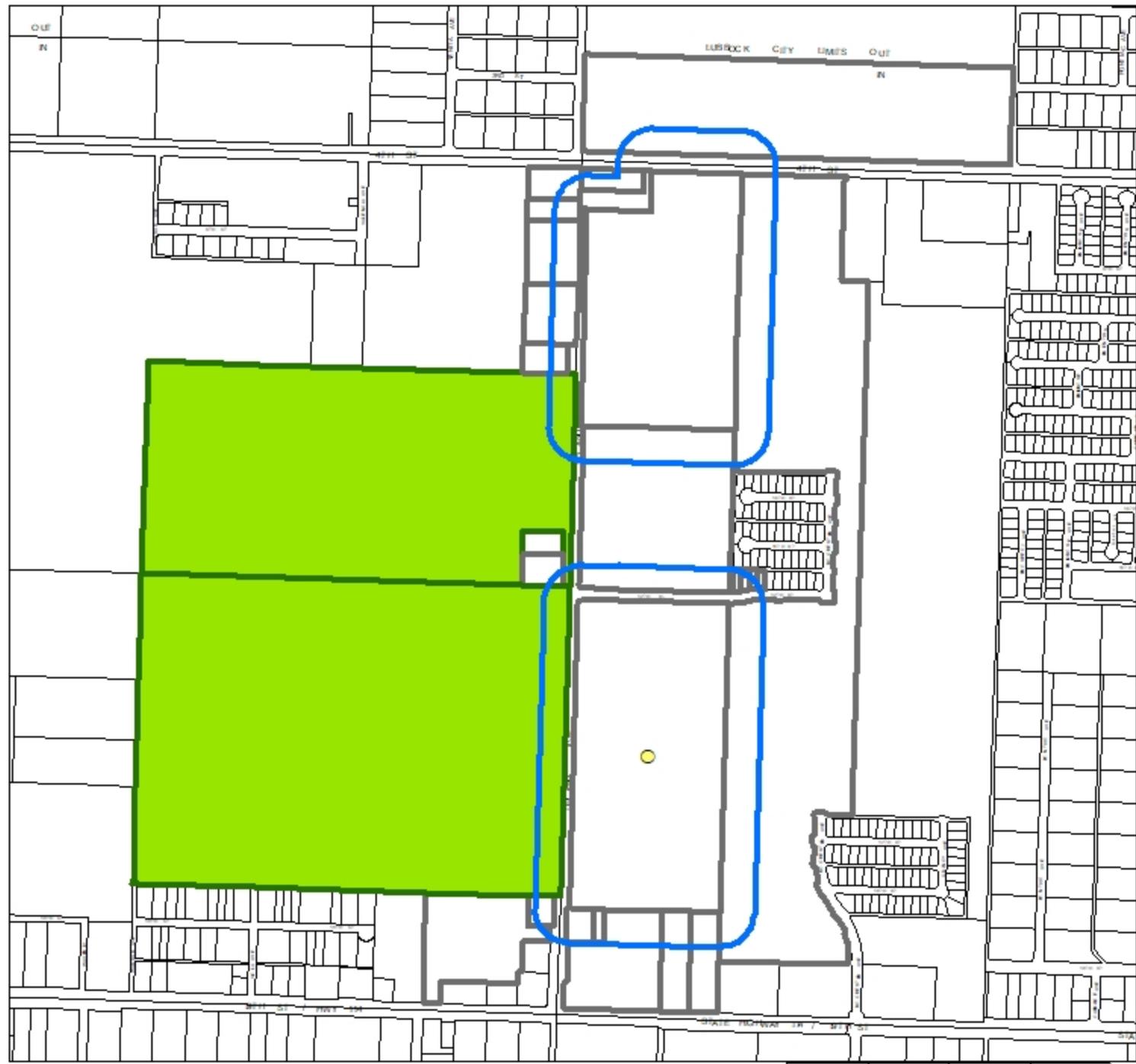


PZC Mailout Notifications Received



Legend

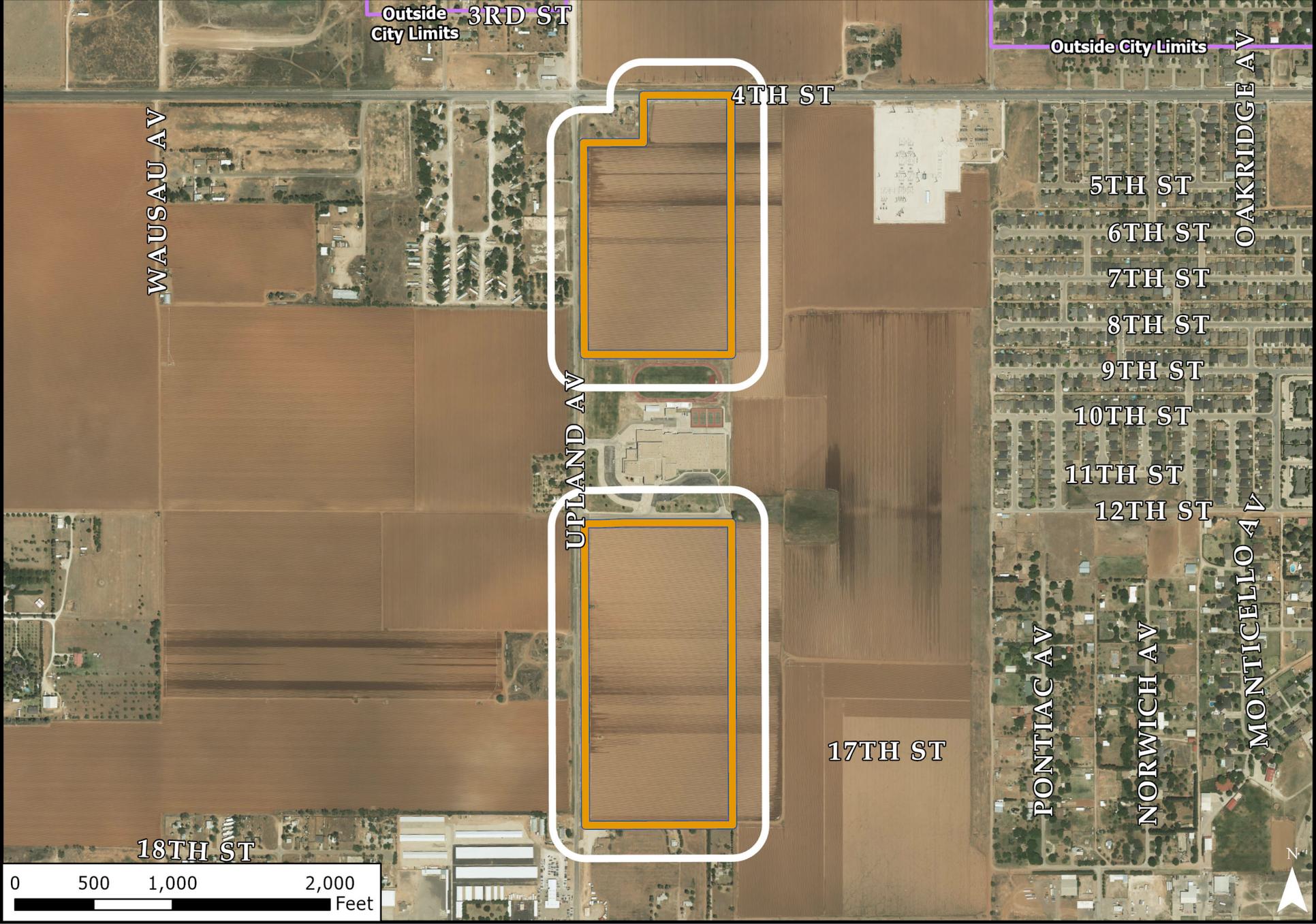
- LocatorPnt2538_W
- MailoutBuffer2538_W
- <all other values>
- Notification Result**
- In Favor
- No Feedback
- Opposed
- LCAD.DBO.TaxParcel



0 500 1,000 2,000 Feet

Created by Planning Department
Date: 10/1/2021

Case Number 2538-W



Outside City Limits 3RD ST

Outside City Limits

WAUSAU AV

4TH ST

OAKRIDGE AV

5TH ST

6TH ST

7TH ST

8TH ST

9TH ST

10TH ST

11TH ST

12TH ST

UPLAND AV

17TH ST

PONTIAC AV

NORWICH AV

MONTICELLO AV

18TH ST

0 500 1,000 2,000 Feet

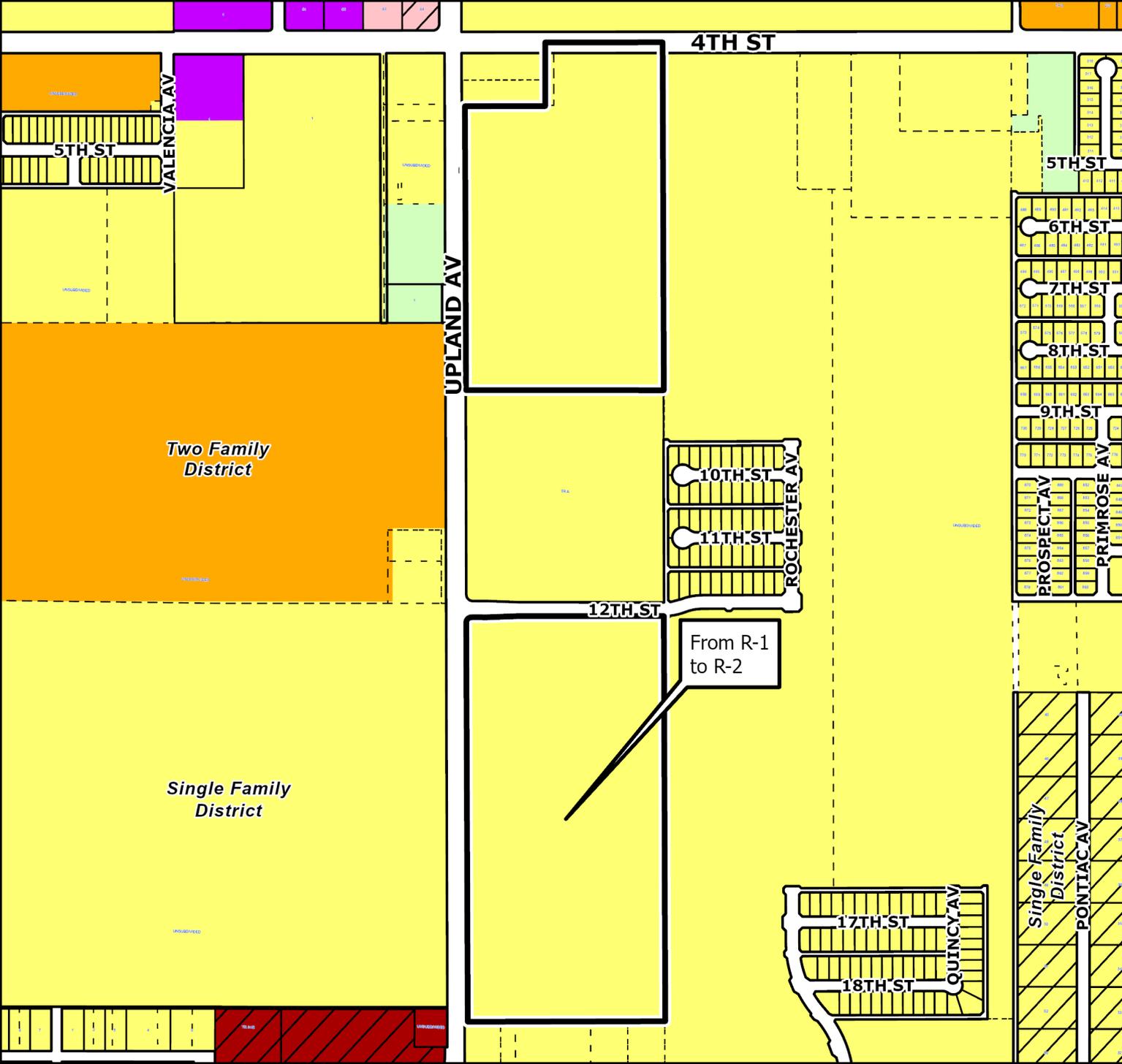


Current Zoning

2538-W

Zoning Districts

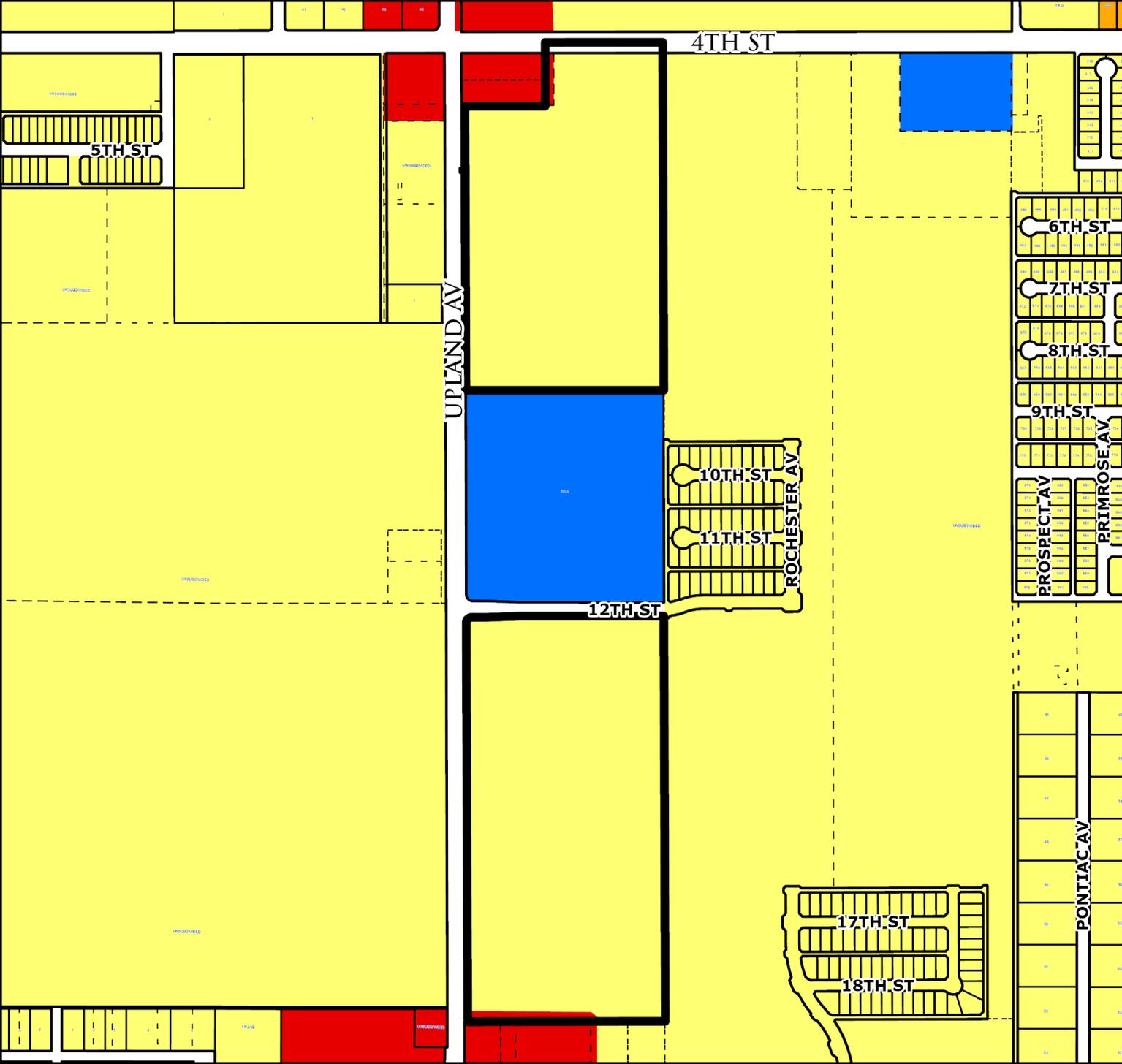
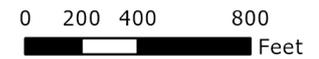
-  Family Apartment
-  Local Retail
-  Local Retail Specific Use
-  Commercial
-  Commercial Specific Use
-  Interstate Highway Commercial
-  Single Family
-  Single Family Specific Use
-  Two Family



Future Land Use Plan Case 2538-W

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



2538-W



Subject property view to the east.



View to the north.



View to the west.



Subject property view to the south.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12th Street and Upland Avenue. Refer to sketch.
 Lots/Tracts: Burgamy Park West
 Survey & Abstract: Section 10, Block JS (Refer to attached Metes and Bounds Description)
 Metes and Bounds Attached: Yes No Total Acreage of Request: 73.45 Acres
 Existing Land Use: Undeveloped Existing Zoning: R-1
 Requested Zoning: R-2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
 Name: Westin McCowen, P.E.
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: (806) 771-5976 Email: wmccowen@amdeng.com
 Applicant's Signature: *Westin McCowen*
 Date: 8/20/21 Printed Name: Westin McCowen

Owner Information

Firm Name: 806 Land Group, LLC
 Owner: Jordan Wheatley
 Address: 3913 114th Street, Suite 7 City: Lubbock State: TX
 ZIP Code: 79423 Telephone: (806) 781-7928 Email: jordan@jwlubbock.com
 Property Owner's Signature: *Jordan Wheatley* 8/20/21
 Date: 8/20/21 Printed Name: Jordan Wheatley

Preparer Information

Preparer's Signature: *Westin McCowen*
 Date: 8/20/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(1 OF 2)

METES AND BOUNDS DESCRIPTION of a 32.54-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 32.54-acre tract, whence the southwest corner of Section 10, Block JS bears S 06°23'33" W, a distance of 5286.30';

THENCE S 88° 09' 35" E a distance of 555.16 feet to a point of intersection;

THENCE S 01° 41' 25" W a distance of 1637.91 feet to a point of intersection;

THENCE N 88° 06' 14" W a distance of 934.92 feet to a point of intersection;

THENCE N 01° 39' 56" E a distance of 1337.00 feet to a point of intersection;

THENCE S 88° 09' 35" E a distance of 379.68 feet to a point of intersection;

THENCE N 01° 50' 47" E a distance of 300.00 to the Point of Beginning and containing approximately 32.54 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

August 20, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(2 OF 2)

METES AND BOUNDS DESCRIPTION of a 40.91-acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 40.91-acre tract, whence the southwest corner of Section 10, Block JS bears S 06°26'48" W, a distance of 659.87';

THENCE N 01° 39' 56" E a distance of 1878.79 feet to a point of curvature;

THENCE northeasterly, along a curve to the right, an arc distance of 40.16 feet, said curve having a radius of 25.50 feet, a delta angle of 90° 13' 50", a chord distance of 36.13 feet and a chord bearing of N 46° 46' 51" E, to a point of tangency;

THENCE S 88° 06' 14" E a distance of 74.27 feet to a point of intersection;

THENCE N 89° 47' 48" E a distance of 150.12 feet to a point of intersection;

THENCE S 88° 07' 29" E a distance of 684.55 feet to a point of intersection;

THENCE S 01° 41' 25" W a distance of 1907.54 feet to a point of intersection;

THENCE N 88° 19' 28" W a distance of 933.63 to the Point of Beginning and containing approximately 40.91 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

August 20, 2021

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

EMAIL

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2538-W**

In Favor

Opposed

Reasons and/or Comments:

Print Name: JORDAN WHEATZEL
Signature: *[Handwritten Signature]*
Address: 3913 114th ST, SUITE #7, LUBBOCK, TX
Address of Property Owned: BLK D6 SEC 1 AB 253 TR A10:7BAC
Phone Number: 806 781 7928
Email: BILLS@JWLUBBOCK.COM

Zone Case Number: **2538-W**

R52910

Recipient 5 of 17

806 LAND GROUP LLC

3913 114TH ST

STE 7

LUBBOCK

TX 79423-2277

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **2538-W**

In Favor

Opposed

Reasons and/or Comments:



Print Name KIRITI SUVEDI
Signature: *K. Suvedi*
Address: 741 Milan Ct, Edmond, OK 73034
Address of Property Owned: 1504 Upland Avenue, Lubbock, TX 79416
Phone Number: (806) 517 1319
Email: ksuvedi@hotmail.com

Zone Case Number: **2538-W**

R115912

Recipient 16 of 17

SUVEDI CONSTRUCTION SOLUTIONS
741 MILAN CT

EDMOND

OK 73034



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0157, for Zone Case 2538-Y, a request of Betenbough Homes, for a zone change from Transition (T) and Single-Family District (R-1) to Two-Family District (R-2), at 7311 34th Street, located south of 34th Street and west of Upland Avenue, on 34.294 acres of unplatted land out of Block AK, Section 39.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2538-Y Ordinance
Zone Case 2538-Y Staff Report
Zone Case 2538-Y Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-Y; A ZONING CHANGE FROM T AND R-1 TO R-2 ZONING DISTRICT AT 7311 34TH STREET, LOCATED SOUTH OF 34TH STREET AND WEST OF UPLAND AVENUE, ON 34.294 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 39, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2538-Y

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **T and R-1** to **R-2** zoning district at 7311 34th Street, located south of 34th Street and west of Upland Avenue, on 34.294 acres of unplatted land out of Block AK, Section 39, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2538-Y
10.29.21

Staff Report	Zone Case 2538-Y
City Council Meeting	November 1, 2021

Applicant AMD Engineering, LLC

Property Owner Betenbough Homes

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 8660.
- October 10, 1985, Zone Case 2538: A portion of this property was zoned from Transition (T) to Single-Family District (R-1) through Ordinance No. 8827.
- January 14, 1999: A portion of this property was annexed and zoned Transition (T) through Ordinance number 10117.
- September 28, 2021: A portion of this property was annexed and zoned Transition (T) through Ordinance No. 2021-00133.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

Portions of the subject property were annexed in 1984, 1999, and 2021 and have all remained vacant.

Adjacent Property Development

A new residential neighborhood is currently being developed to the north and is zoned R-1. To the east of the subject property, land is developed with single-family homes and is zoned R-1. To the south and west, there are manufacturing uses as well as vacant land. The areas are zoned T and M-2 respectively.

Zoning Request and Analysis

Item Summary

The applicant requests a zone change from Single-Family District (R-1) and Transition (T) to Two-Family District (R-2). The subject property is located south of 34th Street and west Upland Avenue, on 34.294 acres of unplatted land out of Block AK Sec 39.

Current zoning: Single-Family District (R-1) and Transition (T)

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the current R-1 zoning is, "...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the current T zoning is, “...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change.”

The intent of the proposed R-2 zoning is, “...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.”

Traffic Network/Infrastructure Impacts

The subject property has access from 34th Street which is designated as a Principal Arterial, by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Residential Low Density” land uses. While R-2 zoning is typically considered medium density residential, the Comprehensive Plan notes that land uses in these areas can take numerous forms depending on context. The level of intensity of the uses in R-2 is appropriate for this area and the request is in conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate in this location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and may need additional public improvements to support the intensity of uses described in the R-2 zoning district, as the property has not been platted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2538-Y



Allowable Uses: [Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34 th Street <i>Principal Arterial (Modified), Partially Completed</i>	R.O.W. 110 feet, 2-lane, divided, paved	R.O.W. 110 feet, 5-lane, divided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

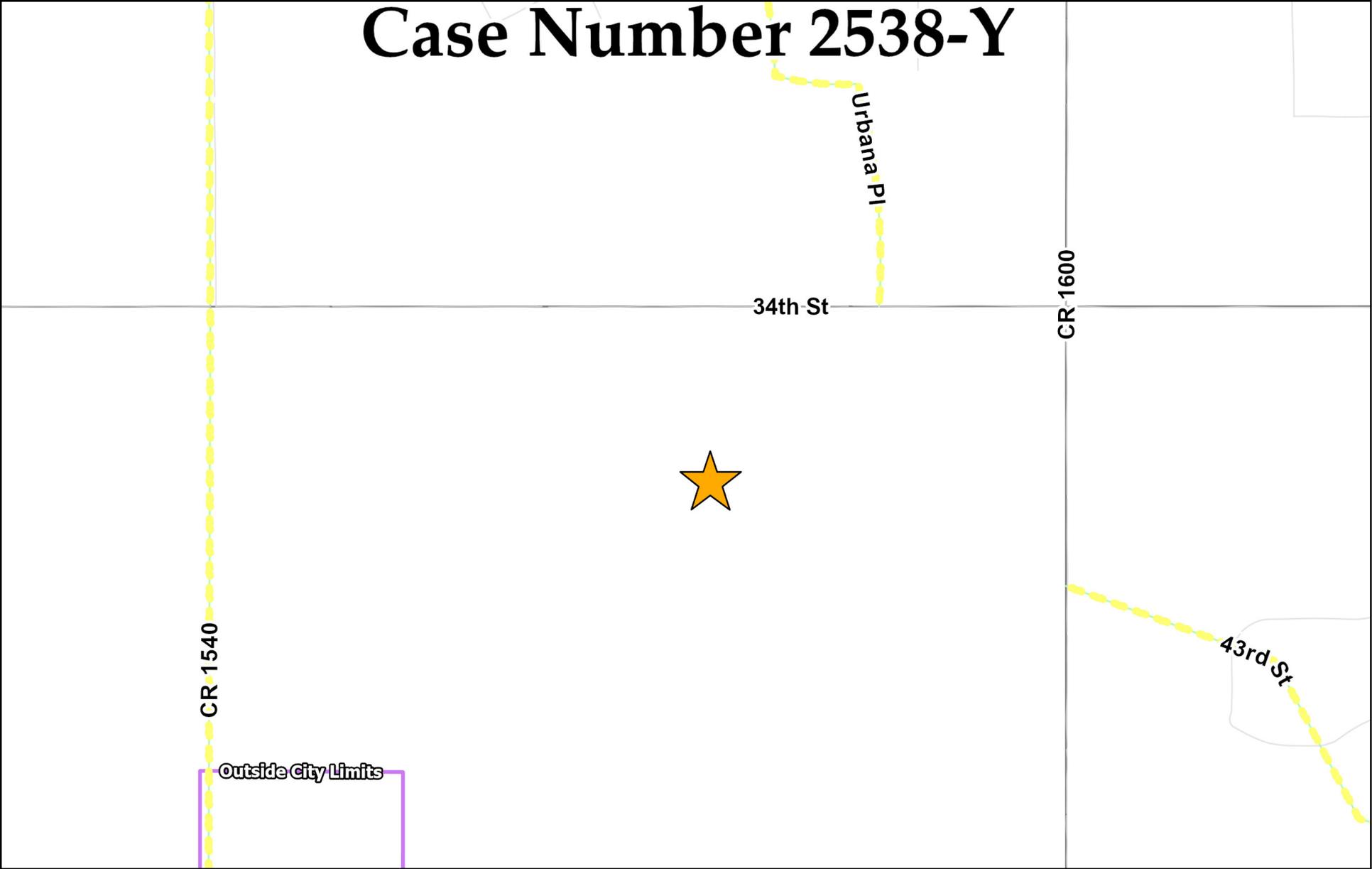
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

Case Number 2538-Y



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 2538-Y

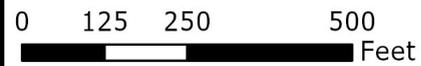
WAUSAU AV

VIOLA AV

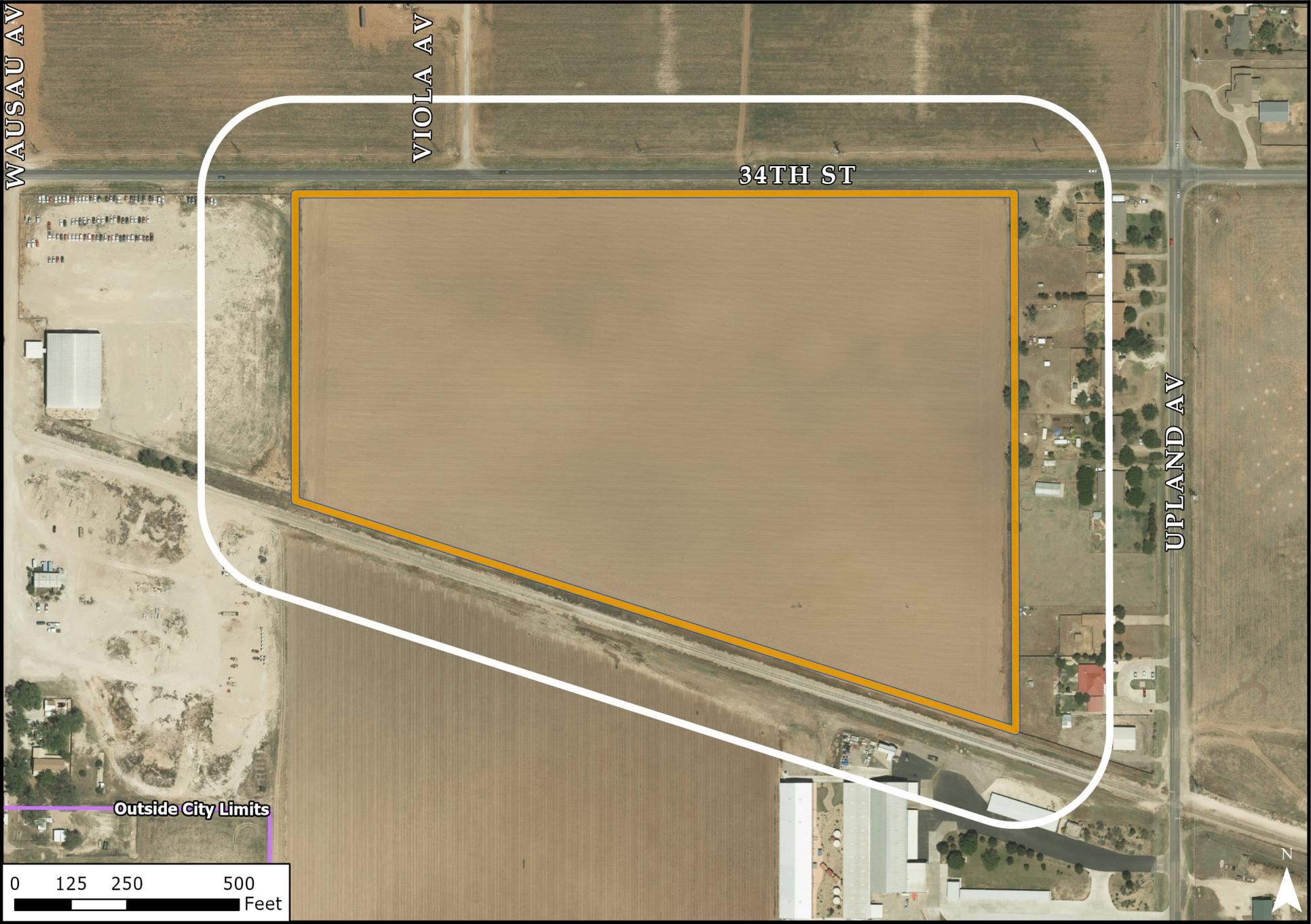
34TH ST

UPLAND AV

Outside City Limits



N

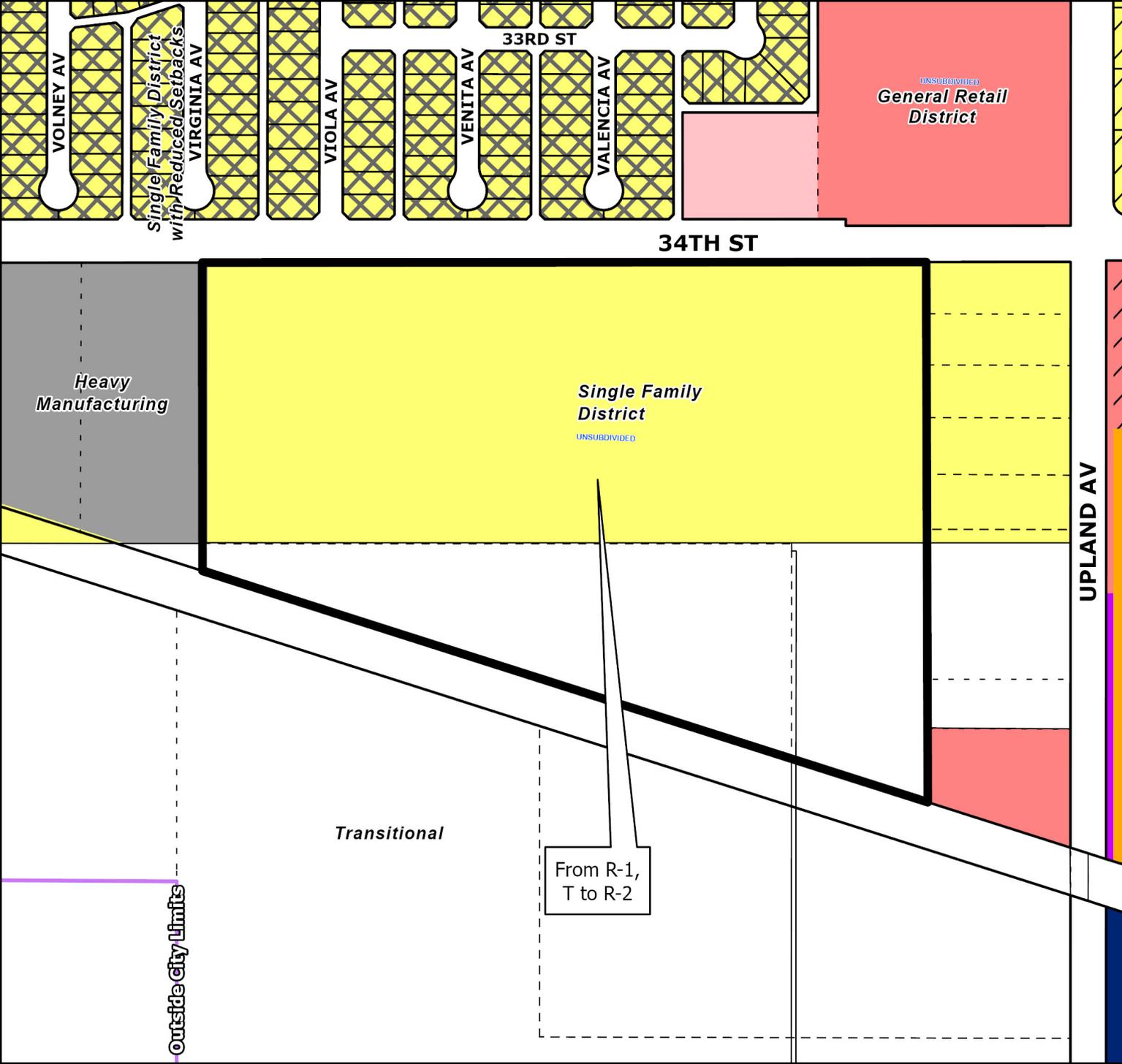


Current Zoning

2538-Y

Zoning Districts

-  Local Retail
-  General Retail
-  General Retail Specific Use
-  Industrial Park
-  Interstate Highway Commercial
-  Heavy Manufacturing
-  Single Family
-  Single Family Specific Use
-  Single Family with Reduced Setbacks
-  Two Family
-  Transitional



Transitional

From R-1,
T to R-2

Outside City Limits

Single Family District
UNSUBDIVIDED

UNSUBDIVIDED
General Retail District

VOLNEY AV

Single Family District
with Reduced Setbacks
VIRGINIA AV

VIOLA AV

VENITA AV

VALENCIA AV

33RD ST

34TH ST

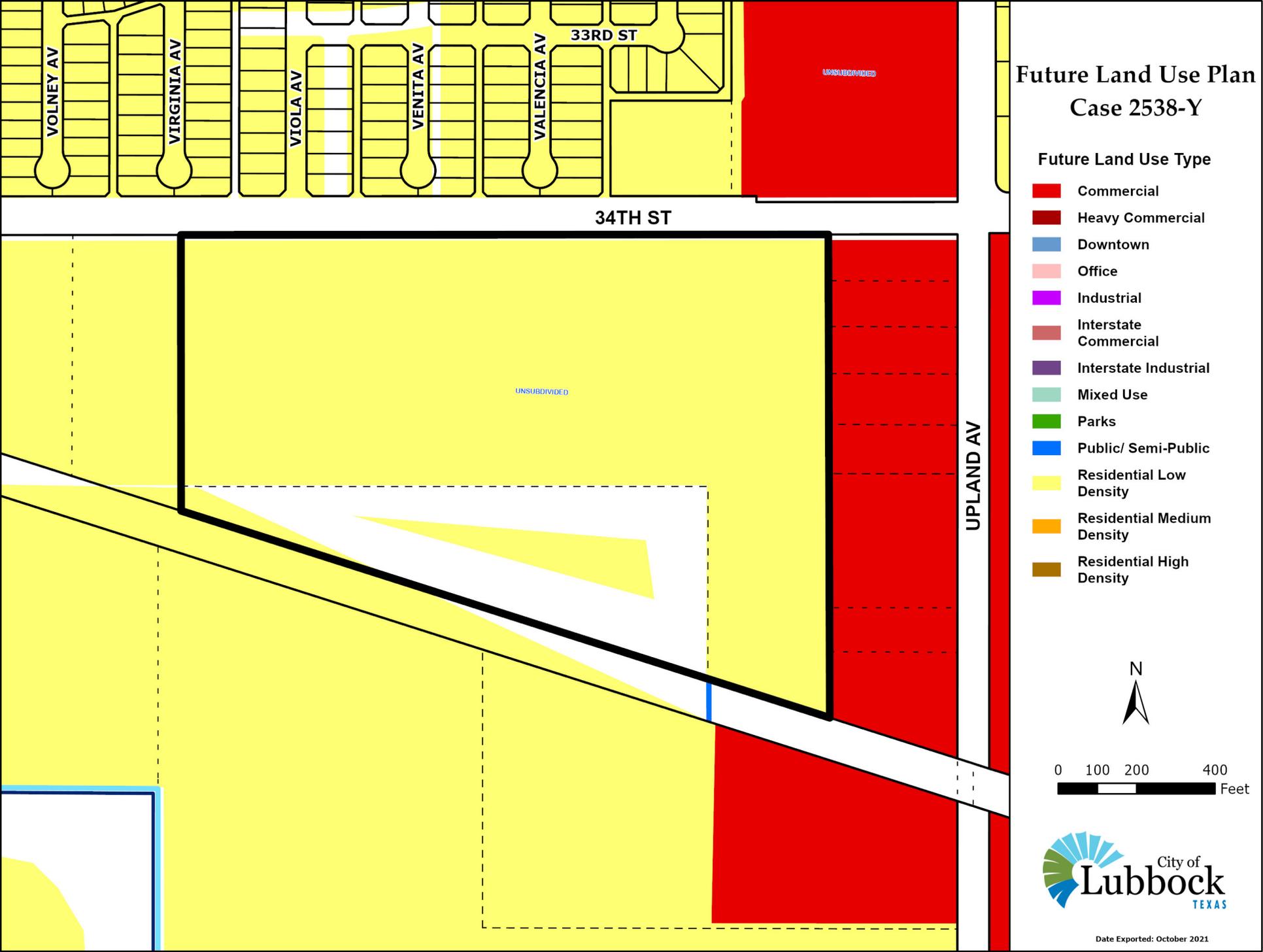
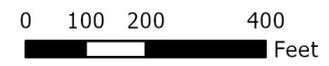
UPLAND AV

Heavy Manufacturing

Future Land Use Plan Case 2538-Y

Future Land Use Type

-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



2538-Y



View to the north.



View to the east.



View to the south. Subject Property.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7311 34th Street (South of 34th & West of Upland)
Lots/Tracts: LCAD R#: R102962 & LCAD R#: R126622
Survey & Abstract: A 34.294 Acre Tract of Land in Section 39, Block AK, G.C. & S.F. RR. Co. Survey, Abstract No. 228, Lubbock County, Texas
Metes and Bounds Attached: Yes [x] No [] Total Acreage of Request: 34.294
Existing Land Use: Agriculture Existing Zoning: T (Transitional)
Requested Zoning: R2 (To potentially build single family 45's, 50's, Cottage, Duplex, Townhome)
If property is not subdivided, will a preliminary plat be submitted? Yes [x] No []

Representative/Agent Information (if different from owner)

Firm Name: See Below
Name:
Address: City: State:
ZIP Code: Telephone: Email:
Applicant's Signature:
Date: Printed Name:

Owner Information

Firm Name: Betenbough Homes
Owner: Ronnie Wallace, Land Planner, Betenbough Homes
Address: 6305 82nd Street City: Lubbock State: Texas
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronnie@betenbough.com
Property Owner's Signature: [Signature]
Date: July 29th, 2021 Printed Name: Ronnie Wallace

Preparer Information

Preparer's Signature: [Signature]
Date: 7/29/2021 Printed Name: Brock Maudy

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

**A BOUNDARY SURVEY OF
A 34.294 ACRE TRACT OF LAND IN
SECTION 39, BLOCK AK,
G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228,
LUBBOCK COUNTY, TEXAS**

(ORIGINAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014004363 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

SURVEYOR'S REPORT:

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECONSTITUTION BY AND ENGINEERING.

THIS PLAT IS THE PROPERTY OF AND ENGINEERING. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AND ENGINEERING. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT ARE AS SHOWN ON THIS PLAT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

BEARINGS AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET, THE CONVERGENCE ANGLE TO TRUE NORTH IS -1°53'54.50" AND THE COMBINED SCALE FACTOR IS 0.9997587, AS COMPUTED FROM A POINT OF BEGINNING AT NORTHING: 7,269,537.172 AND EASTING: 908,334.485.

THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

FLOOD CERTIFICATE:

BASED ON EVIDENCE PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT APPEARS THAT THIS TRACT DOES NOT LIE IN A 1% ANNUAL FLOOD (100-YEAR FLOOD) SPECIAL FLOOD HAZARD AREA AS SHOWN ON PLATE 280 OF 500, MAP NUMBER 4830320200 E OF THE FLOOD INSURANCE RATE MAP FOR LUBBOCK COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY NUMBER 480452, EFFECTIVE DATE: SEPTEMBER 26, 2007 AND AS LUBBOCK COUNTY, TEXAS, INCORPORATED AREAS, COMMUNITY NUMBER 480452, UNINCORPORATED AREAS COMMUNITY NUMBER 480915, EFFECTIVE DATE: FEBRUARY 3, 2017.

DESCRIPTION:

A 34.294 ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 39, BLOCK AK, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 228, LUBBOCK COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A CORRECTED SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014004363 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 34.294 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "HUGO REED & ASSOC'S" FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF 34TH STREET, AS DESCRIBED IN A RIGHT-OF-WAY DEED RECORDED IN VOLUME 558, PAGE 677 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, AND IN THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013047847 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,269,158.33 AND EASTING: 908,971.59 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 39 BEARS N. 01° 51' 40" E. A DISTANCE OF 4.00 FEET AND S. 88° 10' 50" E. A DISTANCE OF 30.29 FEET, SAID SECTION JOINER HAVING COORDINATES OF NORTHING: 7,269,186.91 AND EASTING: 910,332.91 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 01° 51' 40" W. ALONG THE WEST LINES OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN WARRANTY DEEDS RECORDED IN VOLUME 3266, PAGE 02 AND VOLUME 6287, PAGE 250 OF THE REAL PROPERTY RECORDS AND COUNTY CLERK'S FILE NUMBERS 200501119, 200803206, 201304787 AND 201303608 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, A DISTANCE OF 919.76 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 6287, PAGE 150 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, FOR AN ALL CORNER OF THIS TRACT;

THENCE S. 88° 10' 50" E. ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN VOLUME 6267, PAGE 250, A DISTANCE OF 0.40 FEET TO A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 1491, PAGE 52 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 51' 40" W. A DISTANCE OF 270.08 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN 1.811 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014012486 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 70° 17' 30" W. ALONG THE NORTH LINE OF THE WEST TEXAS & LUBBOCK RAILROAD, A RIGHT-OF-WAY BEING 00.00 FEET IN WIDTH AS DESCRIBED IN A DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2015020381 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, A DISTANCE OF 1686.40 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 013044872 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,269,537.79 AND EASTING: 908,366.09 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 55' 00" E. A DISTANCE OF 672.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SAID 34TH STREET AT THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN COUNTY CLERK'S FILE NUMBER 2013044872 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 10' 50" E. A DISTANCE OF 1604.24 FEET TO THE POINT OF BEGINNING BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. INSTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO TEXAS LEGAL LAND TITLE, GFA 2110267, AND BETENBACH HOMES, LLC, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: JUNE 21, 2021

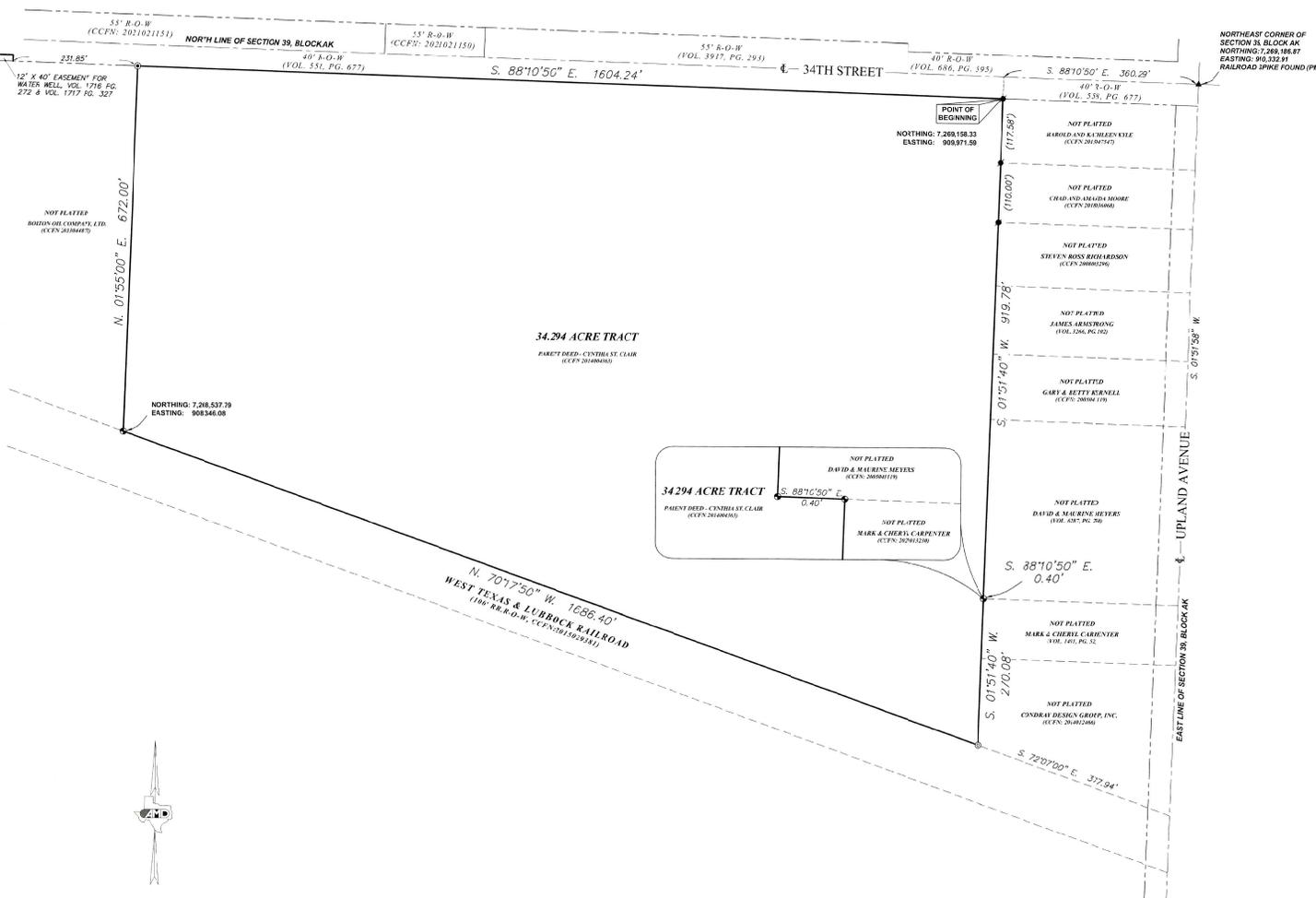
Norris Stevens

NORRIS STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, SEAL NO. 4335
RENEWED JULY 1, 2021. AED TITLE COMPANY, OF NUMBER AND EASEMENT IN
VOL. 1716 PG. 272 & VOL. 1717 PG. 327



AMD
CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-771-5428
8310 Birch Street, Suite 300
Lubbock, TX 79424 Fax: 806-771-2582
TBBEL's Reg # 10178900
Accuracy - Efficiency - Integrity

PERMITTED FOR BETENBACH HOMES, LLC
G.P.# 2110267
JOB NUMBER: 20447 © 2011 ALL RIGHTS RESERVED



LEGEND:

SCALE: 1" = 100'

HEAVY LINES INDICATE LIMITS OF SURVEY.

● = FOUND 1/2" IRON ROD (CM)

⊙ = FOUND 5/8" IRON ROD (PMBD)

⊙ = FOUND 1/2" IRON ROD WITH CAP MARKED "H. R. & ASSOC." (CM)

⊙ = FOUND 1" IRON PIPE (PMBD)

PMBD = PHYSICAL MONUMENT OF RECORD DIGNITY.

CM = CONTROLLING MONUMENT.

R-O-W = RIGHT-OF-WAY.



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0158, for Zone Case 2573-S, a request of AMD Engineering, LLC for North Park Development, Inc., for a zone change from Interstate Highway Commercial District (IHC) and General Retail District (C-3) to High-Density Apartment District (A-2) at 316 and 401 North Winston Avenue, located west of Winston Avenue and north of Auburn Street, on 15.65 acres of unplatted land out of Block A, Section 22.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2573-S Ordinance
Zone Case 2573-S Staff Report
Zone Case 2573-S Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2573-S; A ZONING CHANGE FROM IHC AND C-3 TO A-2 ZONING DISTRICT AT 316 AND 401 NORTH WINSTON AVENUE, LOCATED WEST OF WINSTON AVENUE AND NORTH OF AUBURN STREET, ON 15.65 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 22, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2573-S

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **IHC and C-3** to **A-2** zoning district at 316 and 401 North Winston Avenue, located west of Winston Avenue and north of Auburn Street, on 15.65 acres of unplatted land out of Block A, Section 22, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2573-S
10.29.21



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 15.65 acre tract of land located in Section 22, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southeast corner of said 15.65 acre tract, whence the most northern, northeast corner of Tract C1, North Park (CCFN: 2009034314).

THENCE S 54° 52' 00" W an approximate distance of 211.64 feet;

THENCE N 35° 08' 00" W an approximate distance of 23.50 feet;

THENCE S 54° 52' 00" W an approximate distance of 63.00 feet;

THENCE N 35° 08' 00" W an approximate distance of 80.98 feet;

THENCE S 54° 52' 00" W an approximate distance of 201.66 feet;

THENCE S 35° 08' 46" E an approximate distance of 319.47 feet;

THENCE S 54° 53' 36" W an approximate distance of 384.16 feet;

THENCE Southwesterly along a curve to the left having a radius of 1071.42 feet, an arc length of 101.47 feet, a central angle of 05° 25' 34", a chord distance of 101.43 feet, and a chord bearing of S 56° 51' 35" W to a point of intersection along the southwestern property line of this tract;

THENCE N 35° 06' 48" W an approximate distance of 604.23 feet;

THENCE N 10° 29' 39" E an approximate distance of 326.32 feet;

THENCE N 56° 06' 06" E an approximate distance of 944.83 feet;

THENCE S 01° 49' 19" W an approximate distance of 182.70 feet;

THENCE Southeasterly along a curve to the right having a radius of 530.00 feet, an arc length of 342.10 feet, a central angle of 36° 58' 58", a chord distance of 336.19 feet, and a chord bearing of S 16° 40' 52" E to a point of intersection along the northeastern property line of this tract;

THENCE S 35° 06' 04" E an approximate distance of 135.88 feet to the Point of Beginning and containing approximately 15.65 acres.



AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: North Loop 289, LLC
September 2, 2021

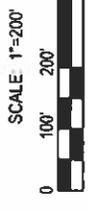
**ZONE CHANGE APPLICATION
EXHIBIT**
(SHEET 3)

**A 15.65 ACRE TRACT OF LAND
LOCATED IN SECTION 22,
BLOCK A, LUBBOCK COUNTY,
TEXAS**

NOTES:
SCALE: 1" = 200'



- ZONING REQUEST A-2 FROM TRACT (C-3) GENERAL
COMMERCIAL DISTRICT AND (MC) INDUSTRIAL DISTRICT
CONVERSION



AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
Phone: 806-771-9878
Fax: 806-771-9879
1809 Reg # F-1937
Lubbock, TX 79424
Accuracy: Efficiency Integrity



Staff Report	Zone Case 2573-S
City Council Meeting	November 1, 2021

Applicant AMD Engineering, LLC

Property Owner North Park Development, Inc.

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: This property was annexed through Ordinance No. 2536 and zoned Single-Family District (R-1).
- May 13, 2004, Zone Case 2573-F: This property was zoned from R-1 to General Retail District (C-3) through Ordinance 2004-00051.
- December 19, 2006, Zone Case 2573-I: A portion of this property was zoned from C-3 to Interstate Highway Commercial (IHC) through Ordinance 2006-00125.

Notification Summary

- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1958 and is vacant.

Adjacent Property Development

The properties to the north and west of the subject property are zoned C-3 and are vacant. The property to the south is zoned Apartment-Medical District (AM) and is developed with a hotel. The property to the east is zoned High-Density Apartment District (A-2) and has been developed with apartment buildings.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 316 and 401 North Winston Avenue, and is located west of Winston Avenue and north of Auburn Street on 15.65 acres of unplatted land out of Block A, Section 22. The applicant requests to rezone the subject property from C-3 and IHC to A-2.

Current zoning: General Retail District (C-3) and Interstate Highway Commercial District (IHC)

Requested zoning: High-Density Apartment District (A-2)

Intent Statements

The intent of the current C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the current IHC zoning is “...to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.”

The intent of the proposed A-2 zoning is “...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along Winston Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collector streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for this type of road.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for apartments.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this property for “Commercial/Light Retail” land uses. Although A-2 zoning is not consistent with this designation, it is appropriate for this area, is compatible with the A-2 zoning to the east, and is in conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial and apartment zoning districts and uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and may need additional public improvements to support the intensity of uses described in the A-2 zoning district, as the property has not been platted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2573-S



Allowable Uses: [High-Density Apartment District \(A-2\)](#)

Transportation: The proposed development has points of access from Winston Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Winston Avenue <i>Collector</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

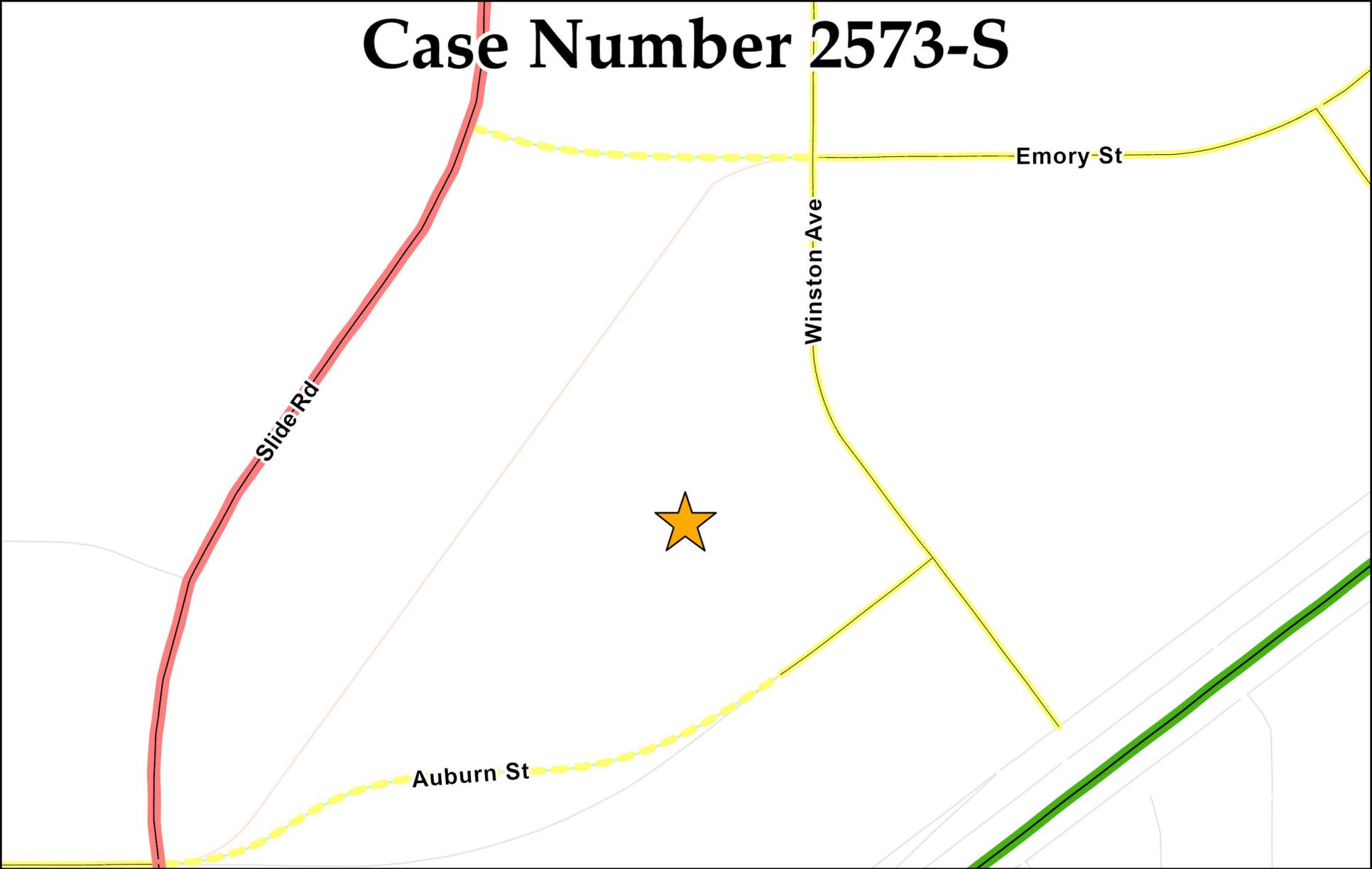
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

Case Number 2573-S



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 2573-S



N SLIDE RD

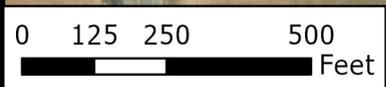
EMORY ST

N WINSTON AV

AUBURN ST

LOOP 289
N LOOP 289

N TROY AV

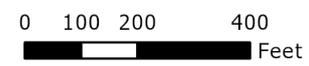
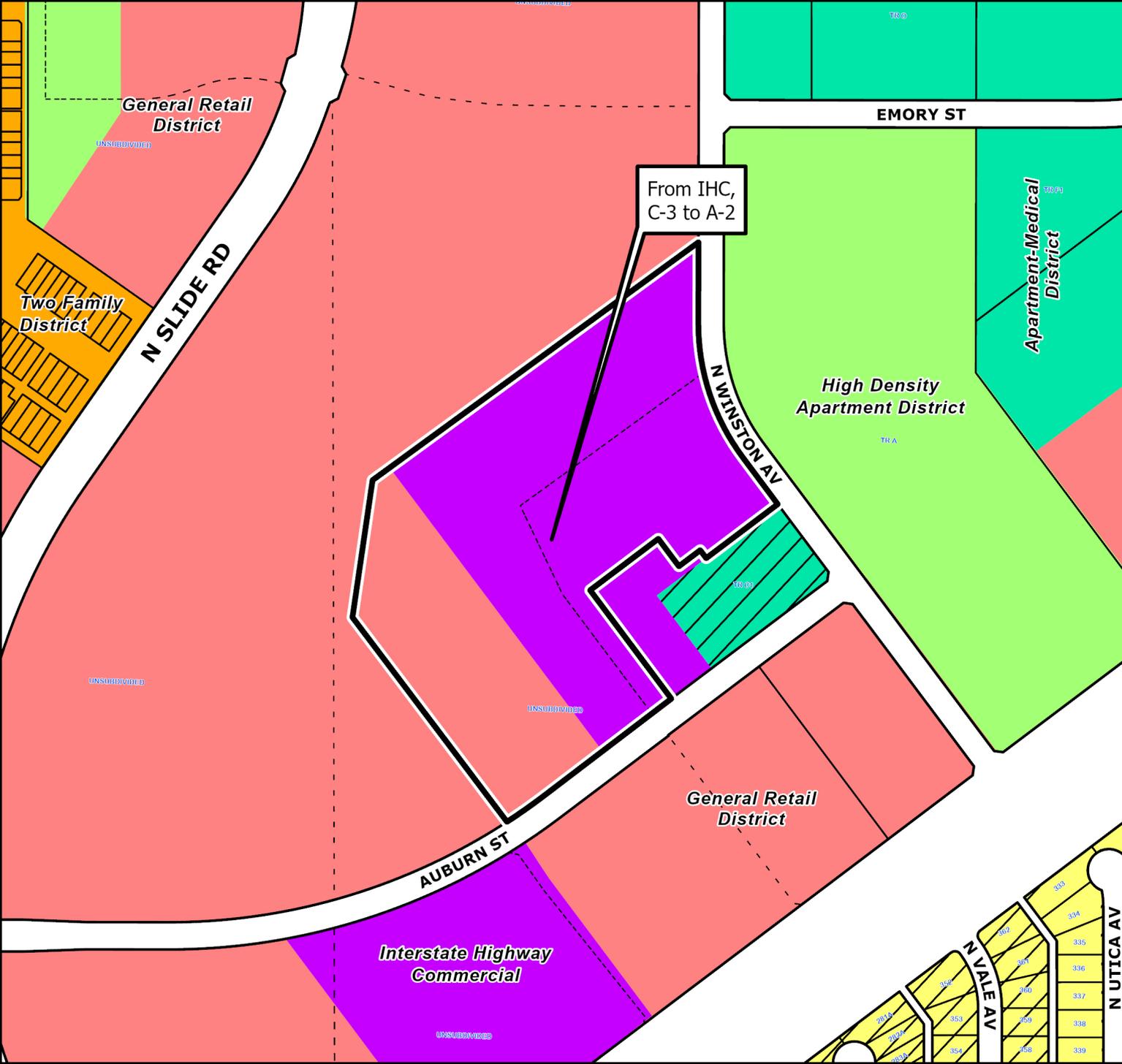


Current Zoning

2573-S

Zoning Districts

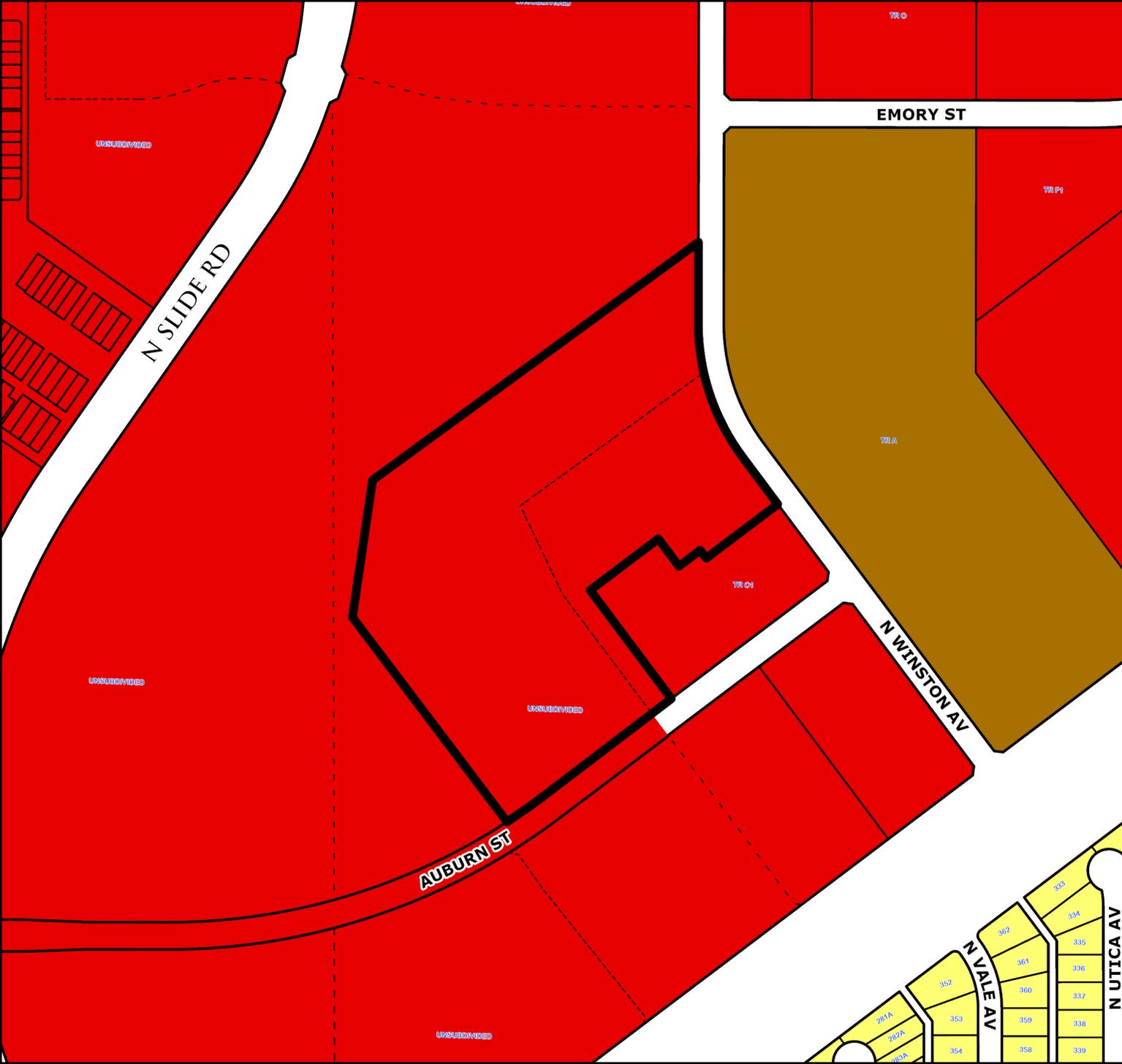
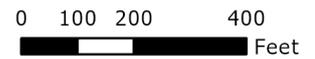
-  High Density Apartment
-  Apartment-Medical
-  Apartment-Medical Specific Use
-  General Retail
-  Interstate Highway Commercial
-  Single Family
-  Single Family Specific Use
-  Two Family



Future Land Use Plan Case 2573-S

Future Land Use Type

-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



2573-S



View of subject property. View west.



View of subject property. View north.



View of adjacent property. View east.



View of adjacent property. View south.

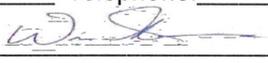


Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

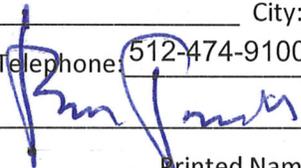
Project Information

Location or Address: Approx. 610 ft. west of the intersection of Auburn St. and N. Winston Ave. (See attached exhibit)
 Lots/Tracts: Un-platted - 15.65 acres located in Block A, Section 22.
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: 15.65
 Existing Land Use: _____ Existing Zoning: IHC & C-3
 Requested Zoning: A-2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

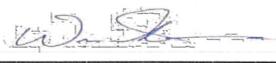
Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
 Name: Will Stephens
 Address: 6515 68th St., Suite 300 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com
 Applicant's Signature: 
 Date: 09/02/2021 Printed Name: Will Stephens

Owner Information

Firm Name: North Park Development, Inc.
 Owner: North Loop 289, Ltd.
 Address: 810 W 10th Street City: Austin State: TX
 ZIP Code: 78701 Telephone: 512-474-9100 Email: mwilliamson@terrillwaldrop.com
 Property Owner's Signature: 
 Date: 9/1/2021 Printed Name: Paul Terrill

Preparer Information

Preparer's Signature: 
 Date: 09/02/2021 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 15.65 acre tract of land located in Section 22, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southeast corner of said 15.65 acre tract, whence the most northern, northeast corner of Tract C1, North Park (CCFN: 2009034314).

THENCE S 54° 52' 00" W an approximate distance of 211.64 feet;

THENCE N 35° 08' 00" W an approximate distance of 23.50 feet;

THENCE S 54° 52' 00" W an approximate distance of 63.00 feet;

THENCE N 35° 08' 00" W an approximate distance of 80.98 feet;

THENCE S 54° 52' 00" W an approximate distance of 201.66 feet;

THENCE S 35° 08' 46" E an approximate distance of 319.47 feet;

THENCE S 54° 53' 36" W an approximate distance of 384.16 feet;

THENCE Southwesterly along a curve to the left having a radius of 1071.42 feet, an arc length of 101.47 feet, a central angle of 05° 25' 34", a chord distance of 101.43 feet, and a chord bearing of S 56° 51' 35" W to a point of intersection along the southwestern property line of this tract;

THENCE N 35° 06' 48" W an approximate distance of 604.23 feet;

THENCE N 10° 29' 39" E an approximate distance of 326.32 feet;

THENCE N 56° 06' 06" E an approximate distance of 944.83 feet;

THENCE S 01° 49' 19" W an approximate distance of 182.70 feet;

THENCE Southeasterly along a curve to the right having a radius of 530.00 feet, an arc length of 342.10 feet, a central angle of 36° 58' 58", a chord distance of 336.19 feet, and a chord bearing of S 16° 40' 52" E to a point of intersection along the northeastern property line of this tract;

THENCE S 35° 06' 04" E an approximate distance of 135.88 feet to the Point of Beginning and containing approximately 15.65 acres.



AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A,
LUBBOCK COUNTY, TEXAS

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: North Loop 289, LLC
September 2, 2021

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 3)

A 15.65 ACRE TRACT OF LAND
LOCATED IN SECTION 22,
BLOCK A, LUBBOCK COUNTY,
TEXAS

NOTES:
SCALE: 1" = 200'

 - ZONING REQUEST A-2 FROM TRACT (C-3) GENERAL
RETAIL DISTRICT AND (IHC) INTERSTATE HIGHWAY
COMMERCIAL



SCALE: 1"=200'



VICINITY MAP
NOT TO SCALE

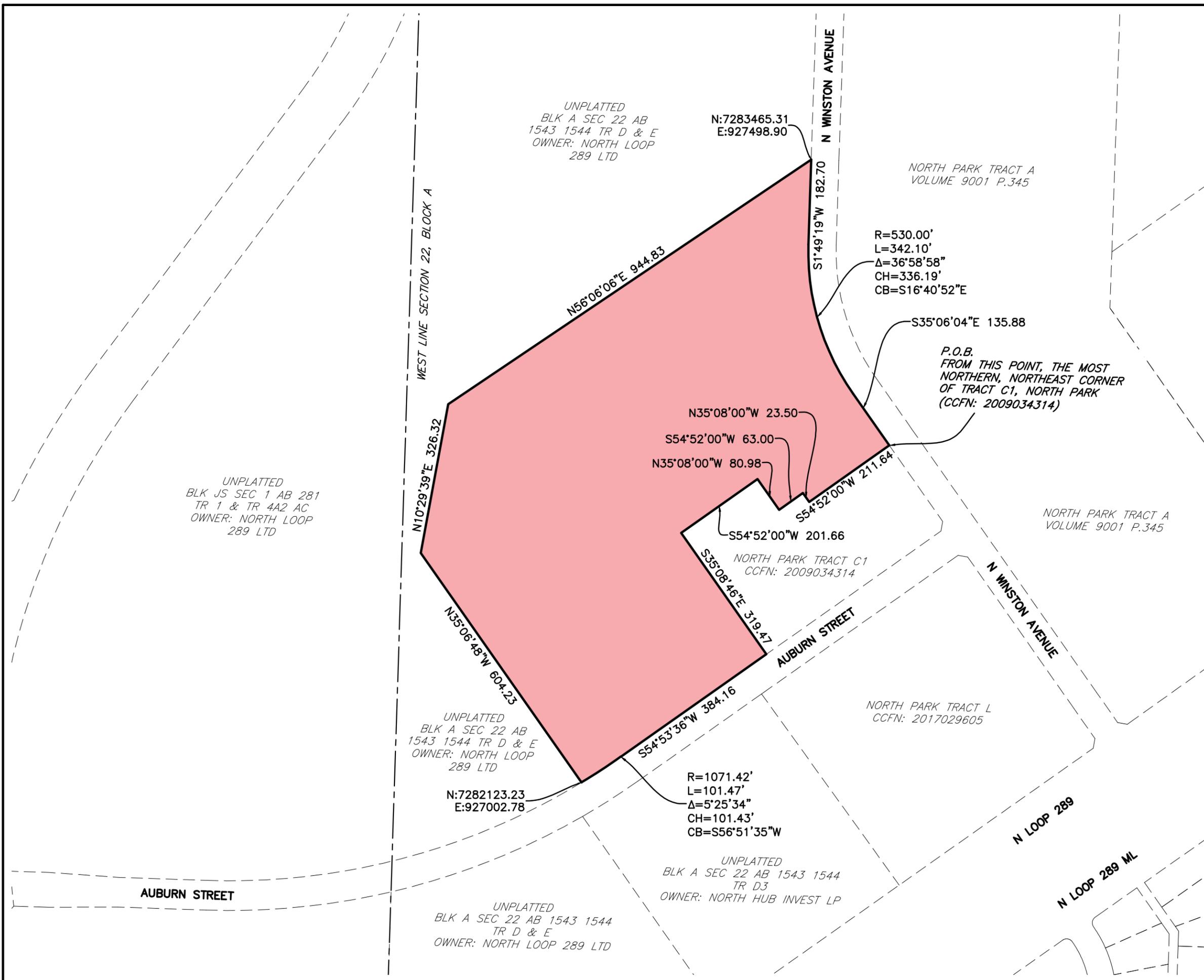


CIVIL ENGINEERING
LAND SURVEYING

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity





Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0159, for Zone Case 2895-Q, a request of Betenbough Homes, for a Specific Use for an Event Center, on property zoned General Retail District (C-3), at 6305 82nd Street and 6303 82nd Street, Suite B, located south of 82nd Street and east of Milwaukee Avenue, Betenbough II Addition, Tracts A and B1 and Betenbough Garden Office Addition, Tract A.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning and Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2895-Q Ordinance
Zone Case 2895-Q Staff Report
Zone Case 2895-Q Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2895-Q; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR AN EVENT CENTER, AT 6305 82ND STREET AND 6303 82ND STREET, SUITE B, LOCATED SOUTH OF 82ND STREET AND EAST OF MILWAUKEE AVENUE, BETENBOUGH II ADDITION, TRACTS A AND B1 AND BETENBOUGH GARDEN OFFICE ADDITION, TRACT A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2895-Q

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-3 to C-3 **Specific Use for an Event Center** zoning district at 6305 82nd Street and 6303 82nd Street, Suite B, located south of 82nd Street and east of Milwaukee Avenue, Betenbough II Addition, Tracts A and B1 and Betenbough Garden Office Addition, Tract A, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as 6305 82nd Street and 6303 82nd Street, Suite B, located south of 82nd Street and east of Milwaukee Avenue, Betenbough II Addition, Tracts A and B1 and Betenbough Garden Office Addition, Tract A, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Staff Report	Zone Case 2895-Q
City Council Meeting	November 1, 2021

Applicant Betenbough Homes

Property Owner Betenbough Homes

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 13, 1984: This property was annexed and zoned Transition (T) through Ordinance 8688.
- December 04, 2000, Zone Case 2895: This property was zoned from Transition (T) to General Retail (C-3), High Density Apartment (A-2), Single-Family District (R-1) Specific Use and Two-Family (R-2) through Ordinance 2000-O0073.
- December 12, 2002, Zone Case 2895-A: This property was zoned from Single-Family District (R-1) Specific Use to Two-Family District (R-2) Specific Use, High Density Apartment (A-2) and Garden Office (GO) through Ordinance 2002-O0128.
- May 26, 2020, Zone Case 2895-O: This property was zoned from Garden Office (GO), High Density Apartment (A-2) and General Retail (C-3) to General Retail (C-3) through Ordinance 2020-O0069.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1984 and a commercial office building was constructed in 2018.

Adjacent Property Development

The properties to the north and west are developed with fast food restaurants and zoned General Retail District (C-3) and Local Retail District (C-2). The properties to the south and east are zoned C-2 and developed with a Wal-Mart and a commercial office, respectively.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6305 82nd Street and 6303 82nd Street, Suite B and is located south of 82nd Street and east of Milwaukee Avenue, on 3.812 acres of land, Betenbough II Addition, Tracts A and B1 and Betenbough Garden Office Addition, Tract A. The applicant requests a Specific Use for an Event Center on property zoned C-3.

Current zoning: General Retail District (C-3)

Requested zoning: Specific Use for an Event Center

Intent Statements

The intent of the current C-3 zoning is, “to provide for general commercial uses which are medium activity centers in terms of generated traffic.”

The intent of the proposed Specific Use zoning is, “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along 82nd Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use of an Event Center and will not need additional public improvements.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2895-Q



Allowable Uses: [Specific Use District](#) [General Retail District C-3](#)

Transportation: The proposed development has a point of access from 82nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
82 nd Street, <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

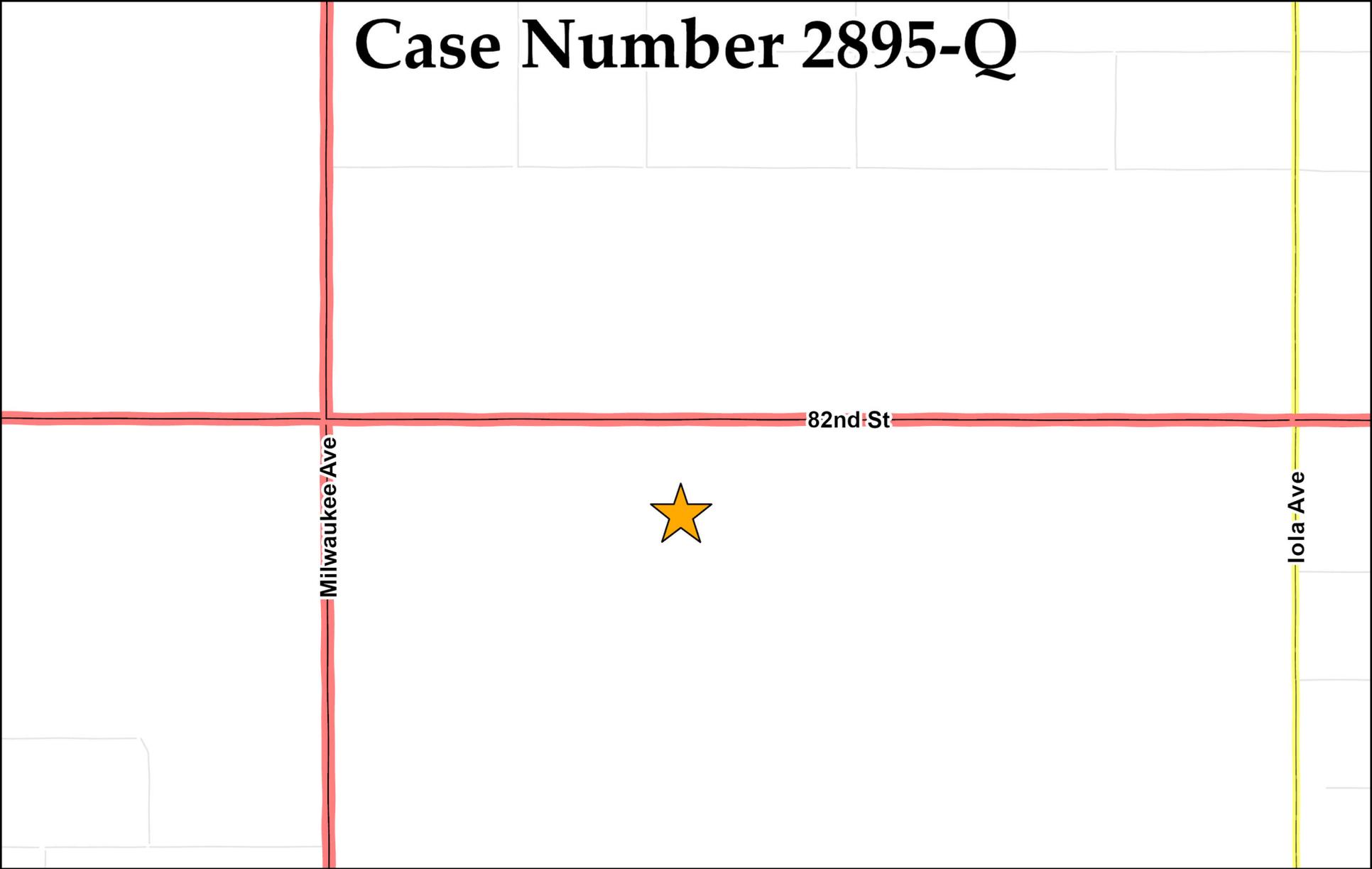
Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Case Number 2895-Q

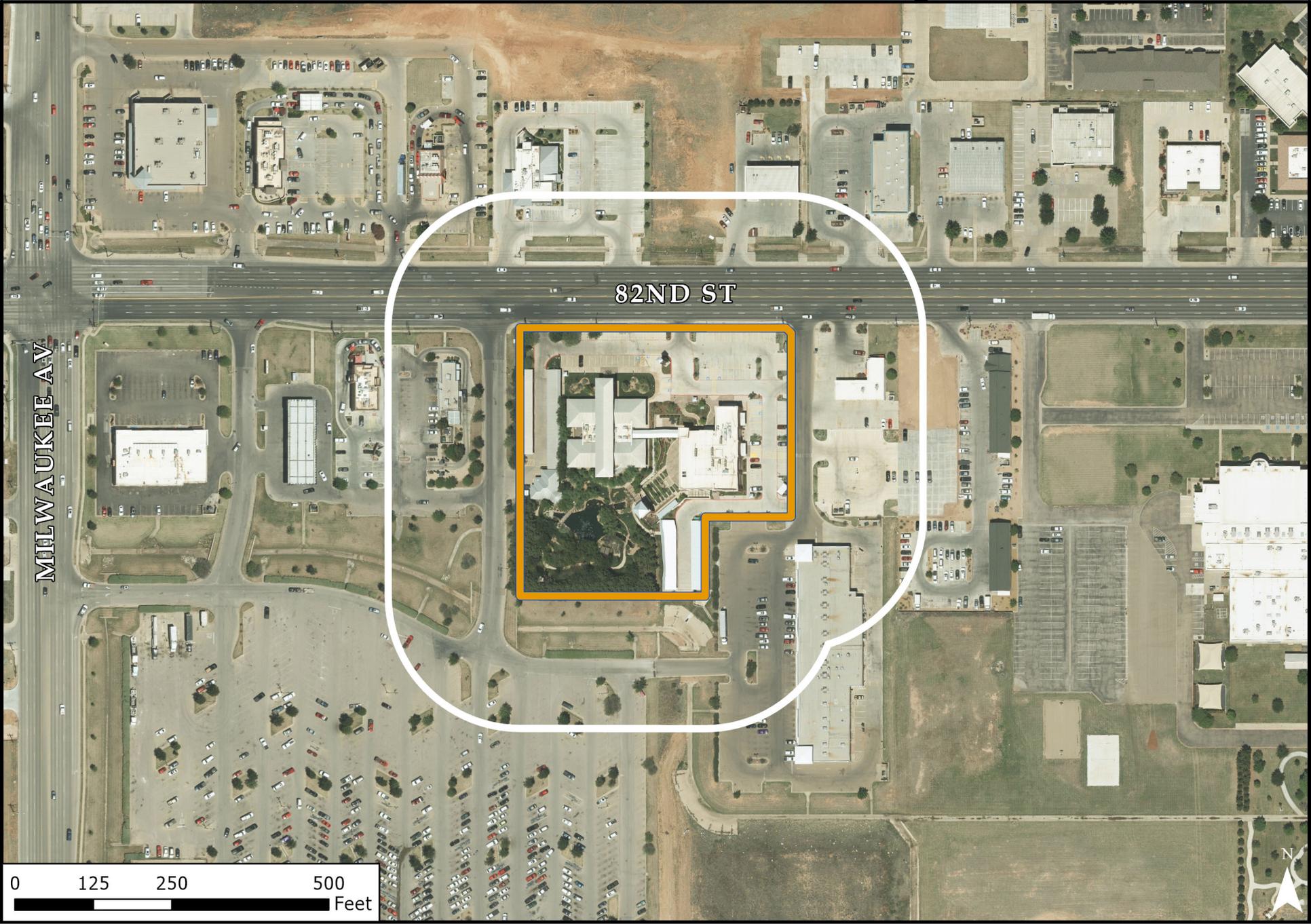


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

W N E S

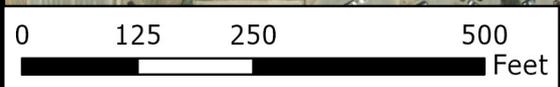
Date Exported: September 2021

Case Number 2895-Q



82ND ST

MILWAUKEE AV

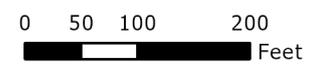
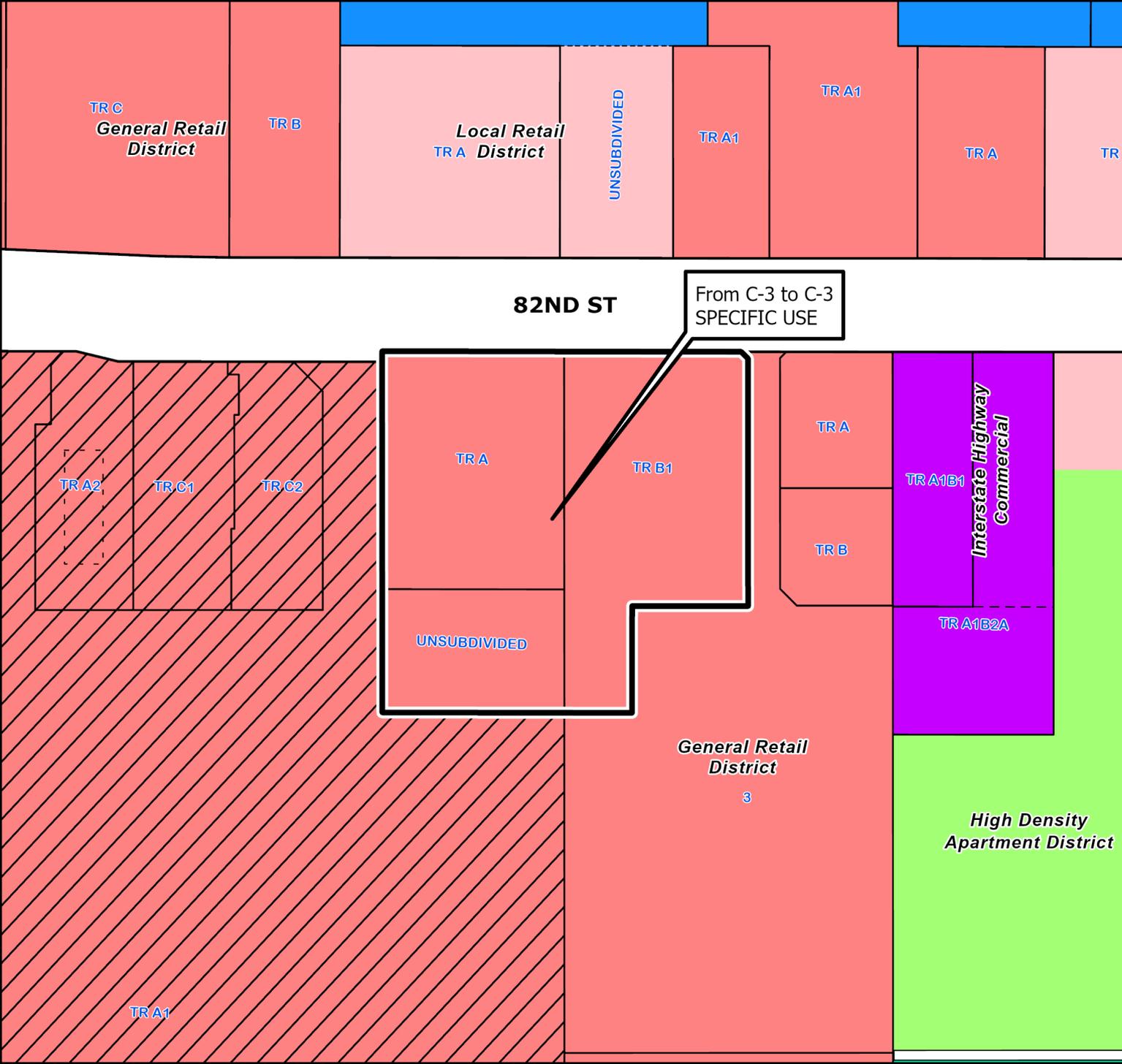


Current Zoning

2895-Q

Zoning Districts

-  High Density Apartment
-  Apartment-Medical
-  Local Retail
-  General Retail
-  General Retail Specific Use
-  Garden Office
-  Interstate Highway Commercial
-  Transitional



2895-Q



Subject property view to the north.



View to the south.



View to the east.



View to the north.

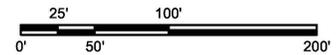
SKETCH OF A
**3.820 ACRE TRACT OF LAND IN
 SECTION 28, BLOCK AK, ABST. NO. 750,
 LUBBOCK COUNTY, TEXAS**

(PARENT TRACTS: BETENBOUGH ADDITION II, TRACT "A" AND TRACT "B-1",
 ADDITIONS TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
 ACCORDING TO THE MAPS, PLATS AND/OR DEDICATION DEEDS THEREOF
 RECORDED (RESPECTIVELY) IN VOLUME 8263, PAGE 297 AND
 COUNTY CLERK'S FILE NUMBER 2015003550 OF
 THE OFFICIAL PUBLIC RECORDS OF
 LUBBOCK COUNTY, TEXAS,
 AND

AN UNPLATTED 0.7155 ACRE TRACT OF LAND DESCRIBED IN A
 WARRANTY DEED RECORDED IN CLERK'S FILE NUMBER 2018024849 OF
 THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

ZONE CHANGE REQUEST

LEGEND:
 SCALE: 1" = 100'



HEAVY LINES INDICATE LIMITS OF SURVEY.
 ACE = ACCESS EASEMENT.
 DRE = DRAINAGE EASEMENT.
 GSE = GARABAGE SERVICE EASEMENT.
 UE = UTILITY EASEMENT.
 UUE = UNDERGROUND UTILITY EASEMENT.
 R-O-W = RIGHT-OF-WAY.
 SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
 CM = CONTROLLING MONUMENT.
 PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
 CCFN = COUNTY CLERK'S FILE NUMBER.
 BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS
 COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL
 ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS
 -01°53'11".
 COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS
 COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE.
 DISTANCES AS SHOWN HEREON ARE AT SURFACE, IN U.S.
 SURVEY FEET.

PREPARED SEPTEMBER 2, 2021

SHEET 2 OF 2
DESCRIPTION ATTACHED AS SHEET 1



**CIVIL ENGINEERING
 LAND SURVEYING**

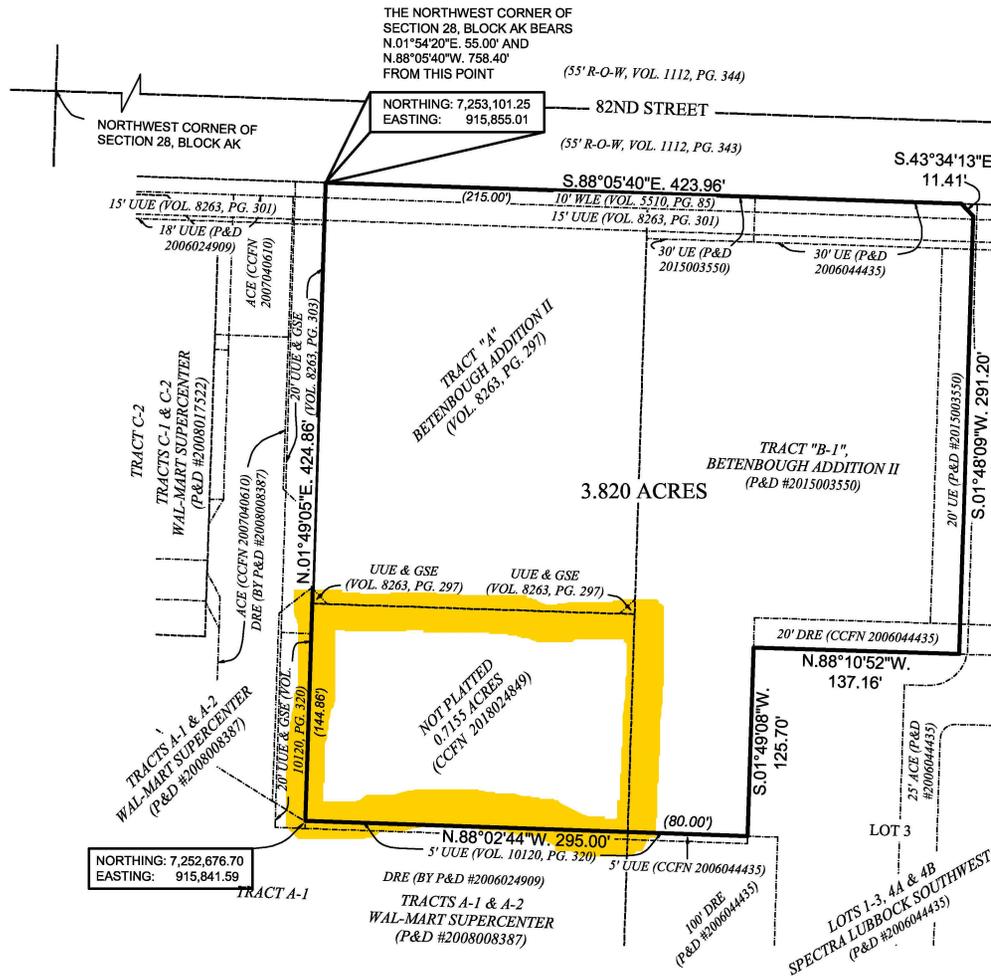
AMD Engineering, LLC
 6515 68th Street, Suite 300
 Lubbock, TX 79424

Phone: 806-771-5976
 Fax: 806-771-7625
 TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

JOB NUMBER: 20203

CAD
 © 2021 ALL RIGHTS RESERVED





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6305 82nd street
Lots/Tracts: See attached legal description
Survey & Abstract: See attached
Metes and Bounds Attached: Yes No Total Acreage of Request: 3.812
Existing Land Use: commercial Existing Zoning: c-3 specific use
Requested Zoning: C-3 specific use for event center
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____
Name: _____
Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Applicant's Signature: _____
Date: _____ Printed Name: _____

Owner Information

Firm Name: Chris Berry
Owner: Betenbough Homes
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 8060-789-9558 Email: chrisb@betenbough.com
Property Owner's Signature: *Chris Berry*
Date: 9-2-2021 Printed Name: Chris Berry

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



**DESCRIPTION FOR A ZONING REQUEST IN
THE NORTHWEST QUARTER OF
SECTION 28, BLOCK AK, ABSTRACT NO. 750,
LUBBOCK COUNTY, TEXAS**

A 3.812 acre tract of land located in the Northwest Quarter (NW/4) of Section 28, Block AK, Abstract No. 750, Lubbock County, Texas, being comprised Betenbough Addition II, Tract "A" and Tract "B-1", additions to the City of Lubbock, Lubbock County, Texas, according to the maps, plats and/or dedication deeds thereof recorded (respectively) in Volume 8263, Page 297 and County Clerk's File Number 2015003550 of the Official Public Records of Lubbock County, Texas, and an unplatted 0.7155 acre tract of land described in a Warranty Deed recorded in Clerk's File Number 2018024849 of the Official Public Records of Lubbock County, Texas, said 3.812 acres being further described by metes and bounds as follows:

BEGINNING at a point in the south right-of-way line of 82nd Street at the original northwest corner of said Betenbough Addition II, Tract "A", for the northwest corner of this tract and having coordinates of Northing: 7,253,101.25 and Easting: 915,855.01 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northwest corner of Section 28, Block AK, Abstract No. 750, Lubbock County, Texas, bears N. 01° 54' 20" E. a distance of 55.00 feet and N. 88° 05' 40" W. a distance of 758.40 feet;

THENCE S. 88° 05' 40" E., along the south right-of-way line of said 82nd Street at a distance of 215.00 feet pass the north common corner of said Tract "A" and Tract "B-1", continuing for a total distance of 423.96 feet to the most northerly northeast corner of said Tract "B-1" and this tract;

THENCE S. 43° 34' 13" E. a distance of 11.41 feet to the most easterly northeast corner of said Tract "B-1" and this tract;

THENCE S. 01° 48' 09" W. a distance of 291.20 feet to the most easterly southeast corner of this said Tract "B-1" and this tract;

THENCE N. 88° 10' 52" W. a distance of 137.16 feet to an ell corner of said Tract "B-1" and this tract;

THENCE S. 01° 50' 34" W. a distance of 125.70 feet to a point for the most southerly southeast corner of said Tract "B-1" and this tract;

THENCE N. 88° 02' 44" W., at a distance of 80.00 feet pass the southwest corner of said Tract "B-1" and the southeast corner of said 0.7155 acre tract, same being the most easterly northeast corner of Wal-Mart Supercenter, Tract "A-1", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2008008387 of the Official Public Records of Lubbock County, Texas, continuing for a total distance of 295.00 feet to an ell corner of said Wal-Mart Supercenter, Tract "A-1", and the southwest corner of said 0.7155 acre tract and this tract, having coordinates of Northing: 7,252,676.70 and Easting: 915,841.59 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 49' 05" E., at a distance of 144.86 feet pass the original west common corner of said Betenbough Addition II, Tract "A", and 0.7155 acre tract, continuing for a total distance of 424.86 feet to the **Point of Beginning**. Bearings are relative to the north line of said Betenbough Addition II, Tract "A" and based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground. This description was compiled from information obtained in previous surveys and data contained within the recorded plats cited herein.

20203 Betenbough Office Description for Zoning Case

SKETCH OF A
**3.820 ACRE TRACT OF LAND IN
 SECTION 28, BLOCK AK, ABST. NO. 750,
 LUBBOCK COUNTY, TEXAS**

(PARENT TRACTS: BETENBOUGH ADDITION II, TRACT "A" AND TRACT "B-1",
 ADDITIONS TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
 ACCORDING TO THE MAPS, PLATS AND/OR DEDICATION DEEDS THEREOF
 RECORDED (RESPECTIVELY) IN VOLUME 8263, PAGE 297 AND
 COUNTY CLERK'S FILE NUMBER 2015003550 OF
 THE OFFICIAL PUBLIC RECORDS OF
 LUBBOCK COUNTY, TEXAS,
 AND

AN UNPLATTED 0.7155 ACRE TRACT OF LAND DESCRIBED IN A
 WARRANTY DEED RECORDED IN CLERK'S FILE NUMBER 2018024849 OF
 THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

ZONE CHANGE REQUEST

LEGEND:
 SCALE: 1" = 100'



HEAVY LINES INDICATE LIMITS OF SURVEY.
 ACE = ACCESS EASEMENT.
 DRE = DRAINAGE EASEMENT.
 GSE = GARABAGE SERVICE EASEMENT.
 UE = UTILITY EASEMENT.
 UUE = UNDERGROUND UTILITY EASEMENT.
 R-O-W = RIGHT-OF-WAY.
 SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
 CM = CONTROLLING MONUMENT.
 PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
 CCFN = COUNTY CLERK'S FILE NUMBER.
 BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS
 COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL
 ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS
 -01°53'11".
 COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS
 COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE.
 DISTANCES AS SHOWN HEREON ARE AT SURFACE, IN U.S.
 SURVEY FEET.

PREPARED SEPTEMBER 2, 2021

SHEET 2 OF 2
DESCRIPTION ATTACHED AS SHEET 1



**CIVIL ENGINEERING
 LAND SURVEYING**

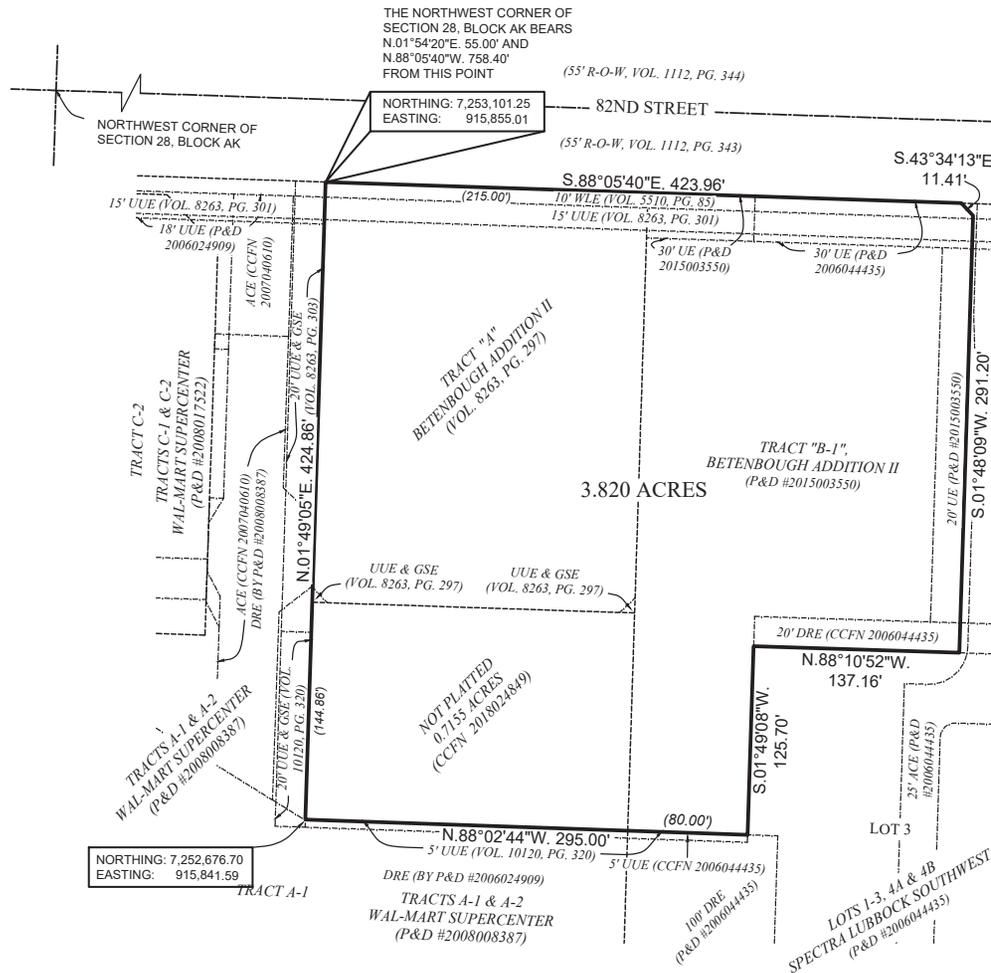
AMD Engineering, LLC
 6515 68th Street, Suite 300
 Lubbock, TX 79424

Phone: 806-771-5976
 Fax: 806-771-7625
 TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

JOB NUMBER: 20203

CAD
 © 2021 ALL RIGHTS RESERVED





Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0160, for Zone Case 2918-B, a request of Seventeen Services, Inc. for Keith McNeese, for a zone change from Garden Office District (GO) to Apartment-Medical District (AM) at 10701 Upland Avenue, located east of Upland Avenue and north of 109th Street, Devonshire Estates Addition, Tract A.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning and Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2918-B Ordinance
Zone Case 2918-B Staff Report
Zone Case 2918-B Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2918-B; A ZONING CHANGE FROM GO TO AM ZONING DISTRICT ON GENERALLY LOCATED AT 10701 UPLAND AVENUE, LOCATED EAST OF UPLAND AVENUE AND NORTH OF 109TH STREET, DEVONSHIRE ESTATES ADDITION, TRACT A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2918-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district generally located at 10701 Upland Avenue, located east of Upland Avenue and north of 109th Street, Devonshire Estates Addition, Tract A, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

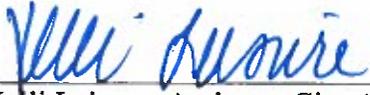
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2918-B
10.29.21

facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center.”

Traffic Network/Infrastructure Impacts

The location is along Upland Avenue, which is designated as a Principal Arterial in the Master Thoroughfare Plan, 2018. Principal Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic. This type of road can adequately handle the traffic associated with the uses allowed in the AM district.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use map designates this area for “Low-Density Residential” land uses. The AM district does not conform to the Future Land Use Map, but it does conform to the Comprehensive Plan’s concept of a neighborhood center, as it sits between two retail nodes along Upland Avenue.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and should not need additional public improvements to handle the uses allowed in the AM district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Apartment Medical District \(AM\)](#)

Transportation: The proposed development has points of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue, <i>Principal Arterial (Modified), Partial</i>	R.O.W. 25 feet, 2-lane, undivided, paved	R.O.W. 110 feet, 5-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

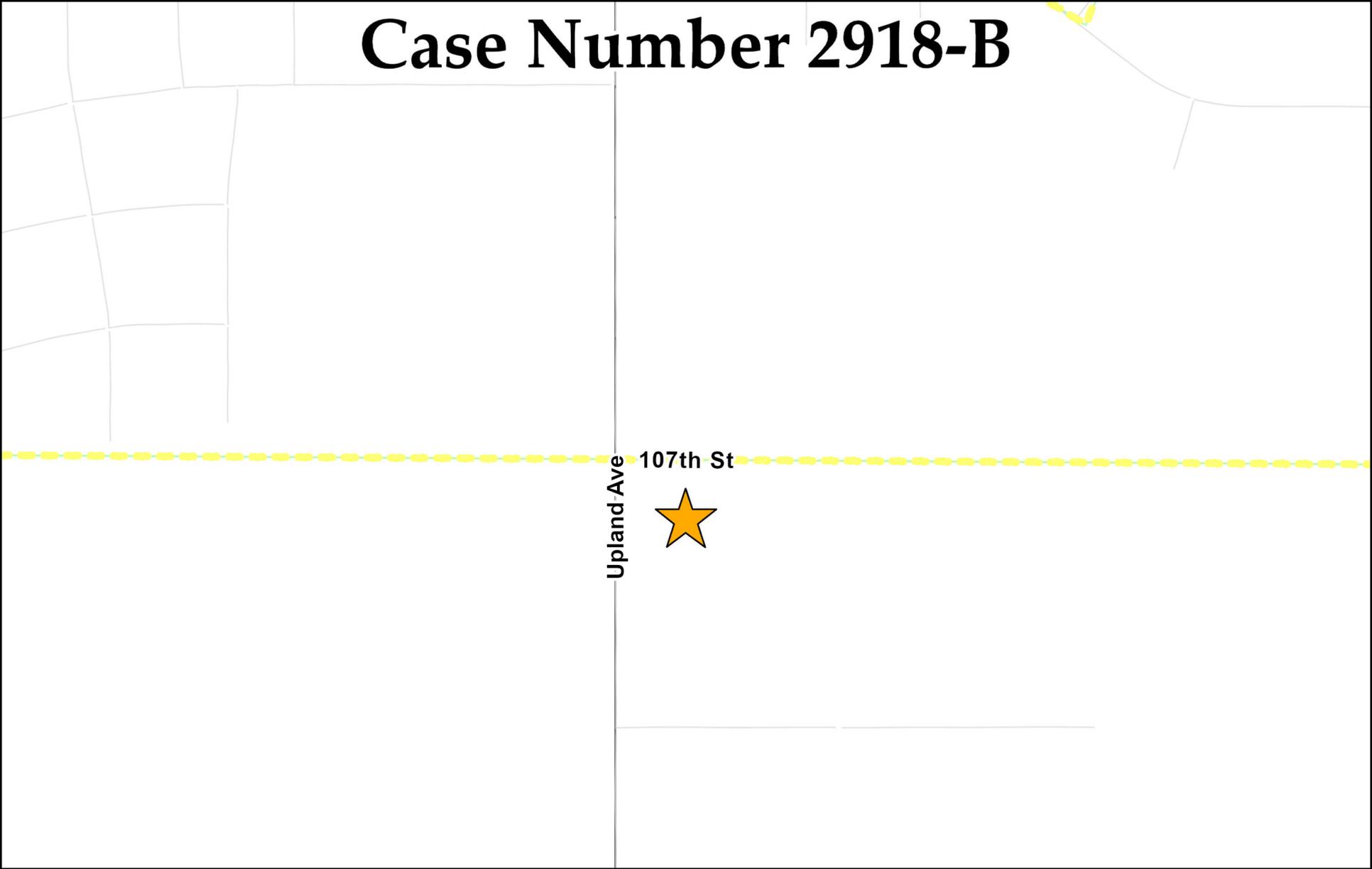
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

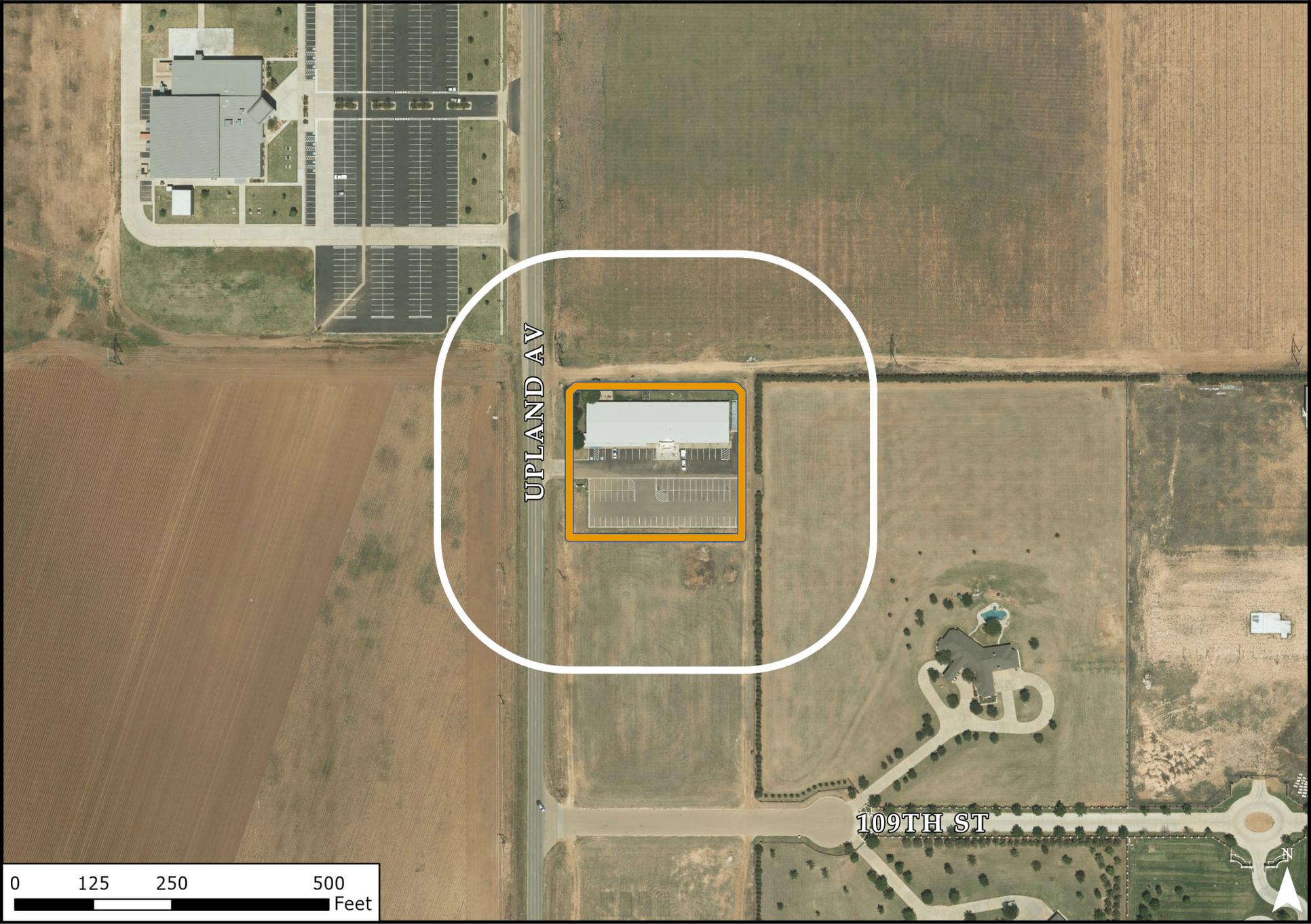
Case Number 2918-B



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

Date Exported: September 2021

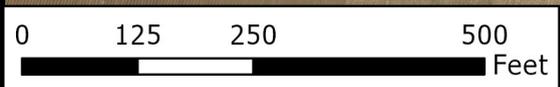
Case Number 2918-B



UPLAND AV



109TH ST

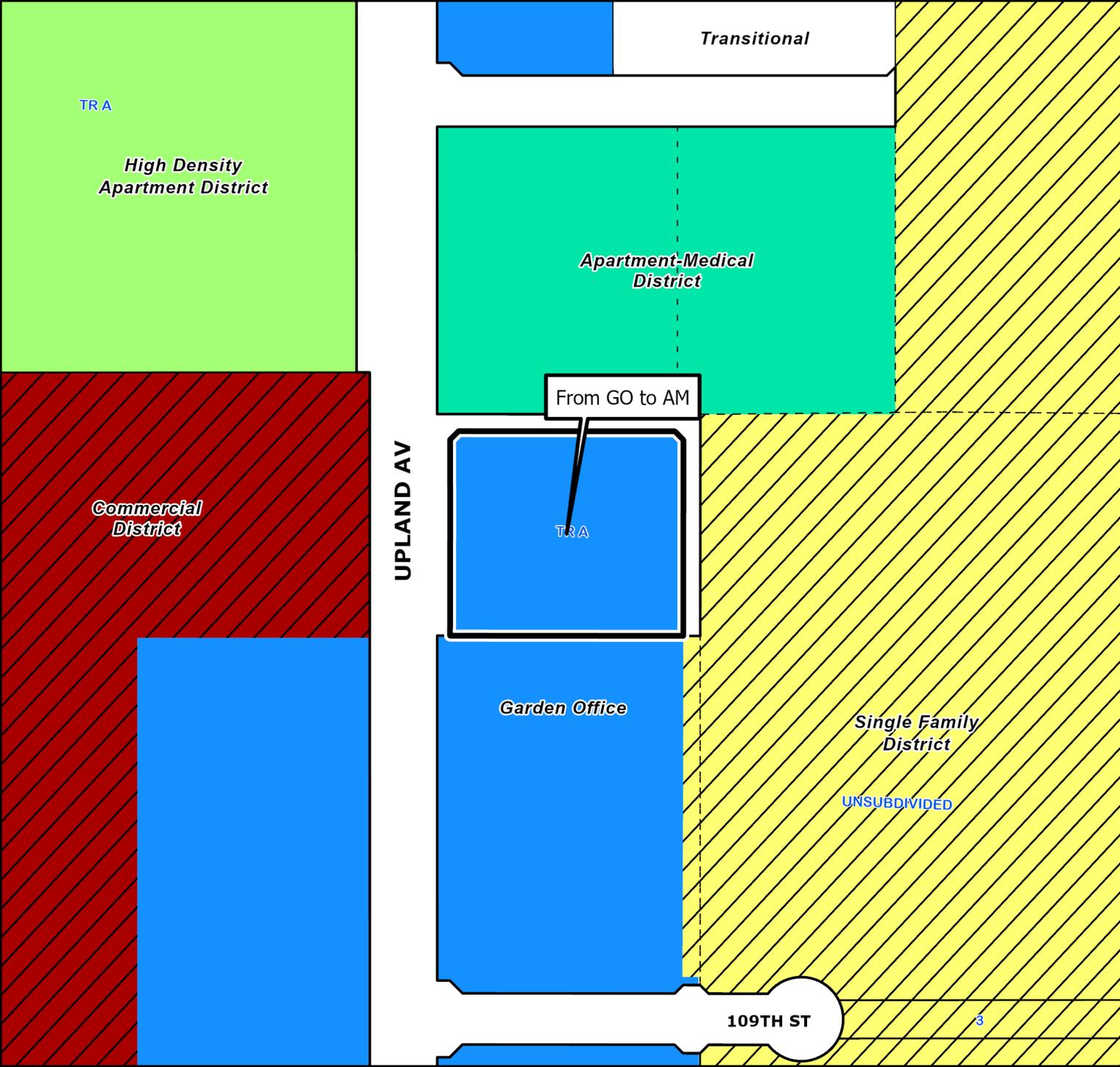


Current Zoning

2918-B

Zoning Districts

-  High Density Apartment
-  Apartment-Medical
-  Commercial Specific Use
-  Garden Office
-  Single Family Specific Use
-  Transitional



UPLAND AV

From GO to AM

TRA

Garden Office

Single Family District

UNSUBDIVIDED

109TH ST

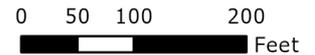
3



Future Land Use Plan Case 2918-B

Future Land Use Type

-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



TRA

UPLAND AV

TRA

UNSUBDIVIDED

109TH ST

3

2918-B



View of adjacent property. View south.



View of adjacent property. View east.



View of subject property. View north.



View of adjacent property. View west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 10701 UPLAND AVE, LUBBOCK, TX 79424
Lots/Tracts: DEVONSHIRE ESTATES TR A
Survey & Abstract: _____
Metes and Bounds Attached: Yes No Total Acreage of Request: 1.51
Existing Land Use: COMMERCIAL SERVICE Existing Zoning: GO
Requested Zoning: AM
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: SEVENTEEN SERVICES LLC
Name: TYLER GENTRY
Address: 1500 BROADWAY, STE. 200 City: LUBBOCK State: TX
ZIP Code: 79401 Telephone: 806-787-8533 Email: TYLER@17SERVICES.COM
Applicant's Signature: _____
Date: 8/24/21 Printed Name: TYLER GENTRY

Owner Information

Firm Name: CM WIGGLE LLC
Owner: CM WIGGLE LLC
Address: 3309 67TH ST #STE 22 City: LUBBOCK State: TX
ZIP Code: 79413 Telephone: 806-548-3392 Email: _____
Property Owner's Signature: _____
Date: 8/24/21 Printed Name: KEITH MCNEESE

Preparer Information

Preparer's Signature: _____
Date: 8/24/21 Printed Name: TYLER GENTRY

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0161, for Zone Case 2952-D, a request of SPSM, LTD, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 601 North Slide Road, located north of Erskine Street and west of Slide Road, North Pointe Addition, Tract C.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 2952-D Ordinance
Zone Case 2952-D Staff Report
Zone Case 2952-D Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2952-D; A ZONING CHANGE FROM C-2 TO C-3 ZONING DISTRICT AT 601 NORTH SLIDE ROAD, LOCATED NORTH OF ERSKINE STREET AND WEST OF SLIDE ROAD, NORTH POINTE ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2952-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-3** zoning district at 601 North Slide Road, located north of Erskine Street and west of Slide Road, North Pointe Addition, Tract C, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2952-D
10.29.21

Traffic Network/Infrastructure Impacts

The proposed rezoning location is north of Erskine Street and west of Slide Road, both of which are designated as Principal Arterials by the Master Thoroughfare Plan and can adequately handle the traffic associated with the uses in the C-3 district.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The other three corners at this intersection are zoned C-3.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Commercial” land uses. The proposed zone change to C-3 is consistent with this designation and conforms to the principles of the Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to existing commercial uses and zoning.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not require additional public improvements to support the intensity of uses described in the C-3 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2952-D



Allowable Uses: [General Retail District \(C-3\)](#)

Transportation: The proposed development has points of access from Erskine Street and Slide Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Erskine Street <i>Principal Arterial</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Slide Road <i>Principal Arterial</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

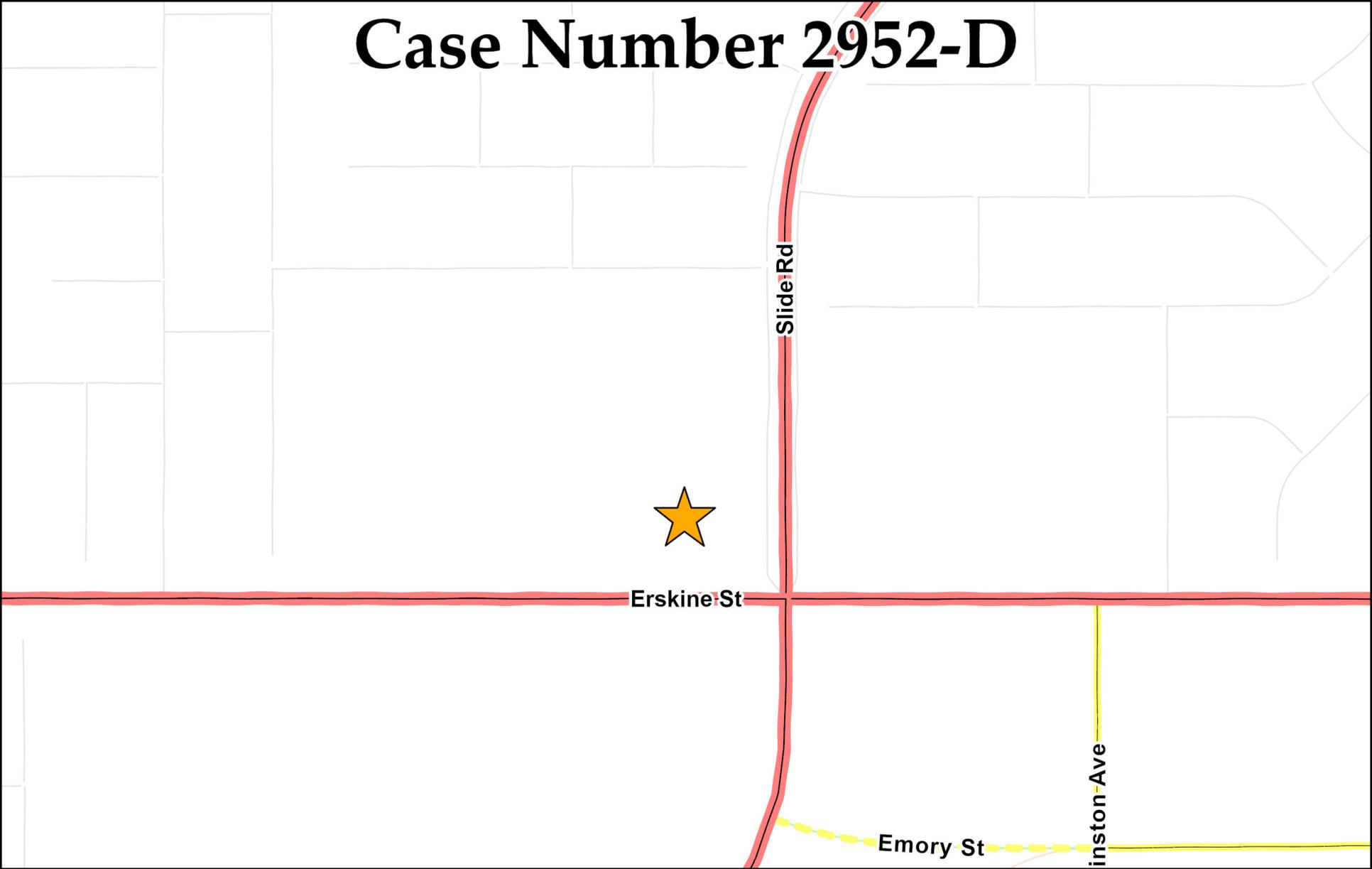
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

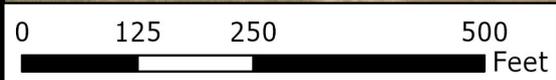
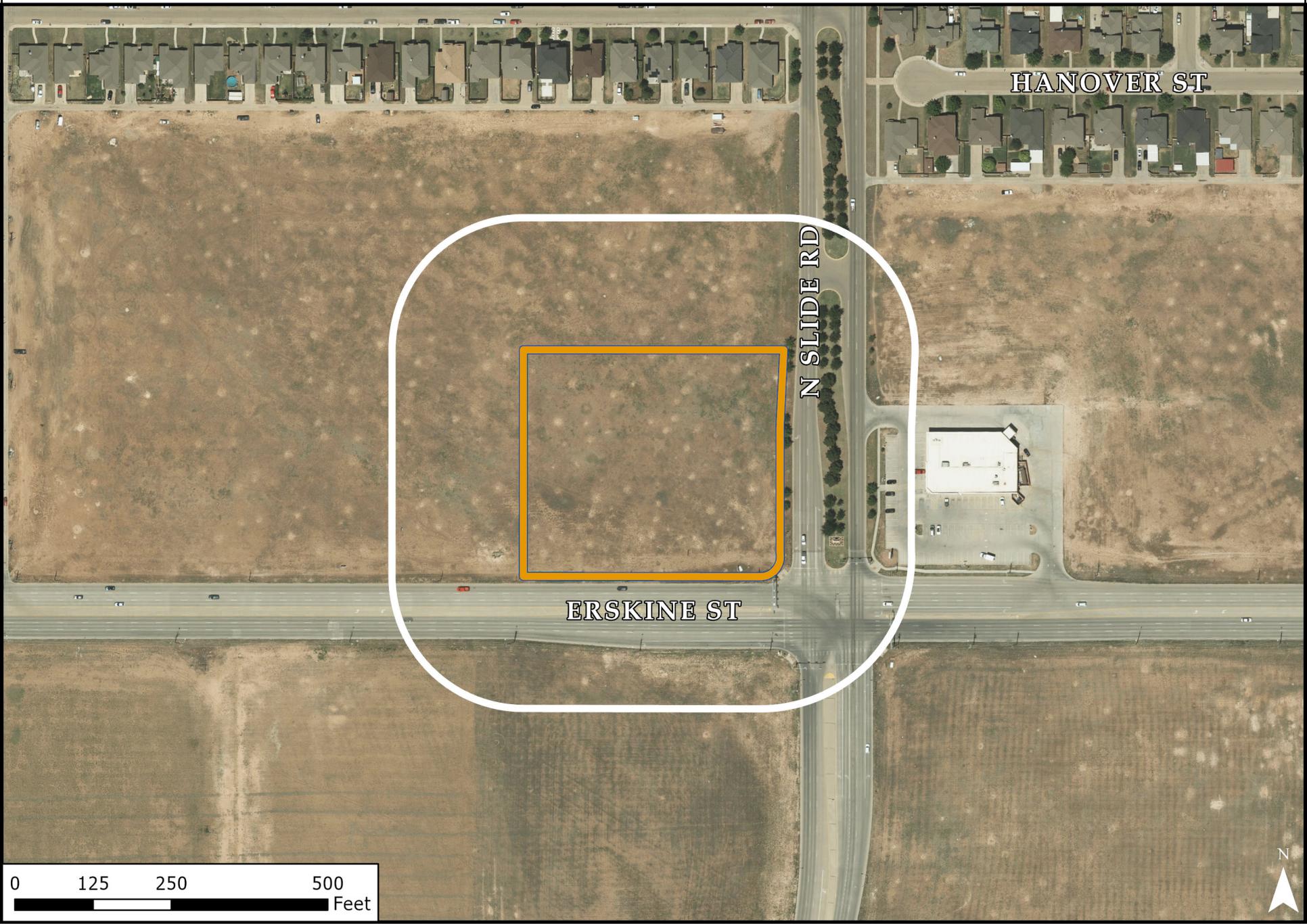
Case Number 2952-D

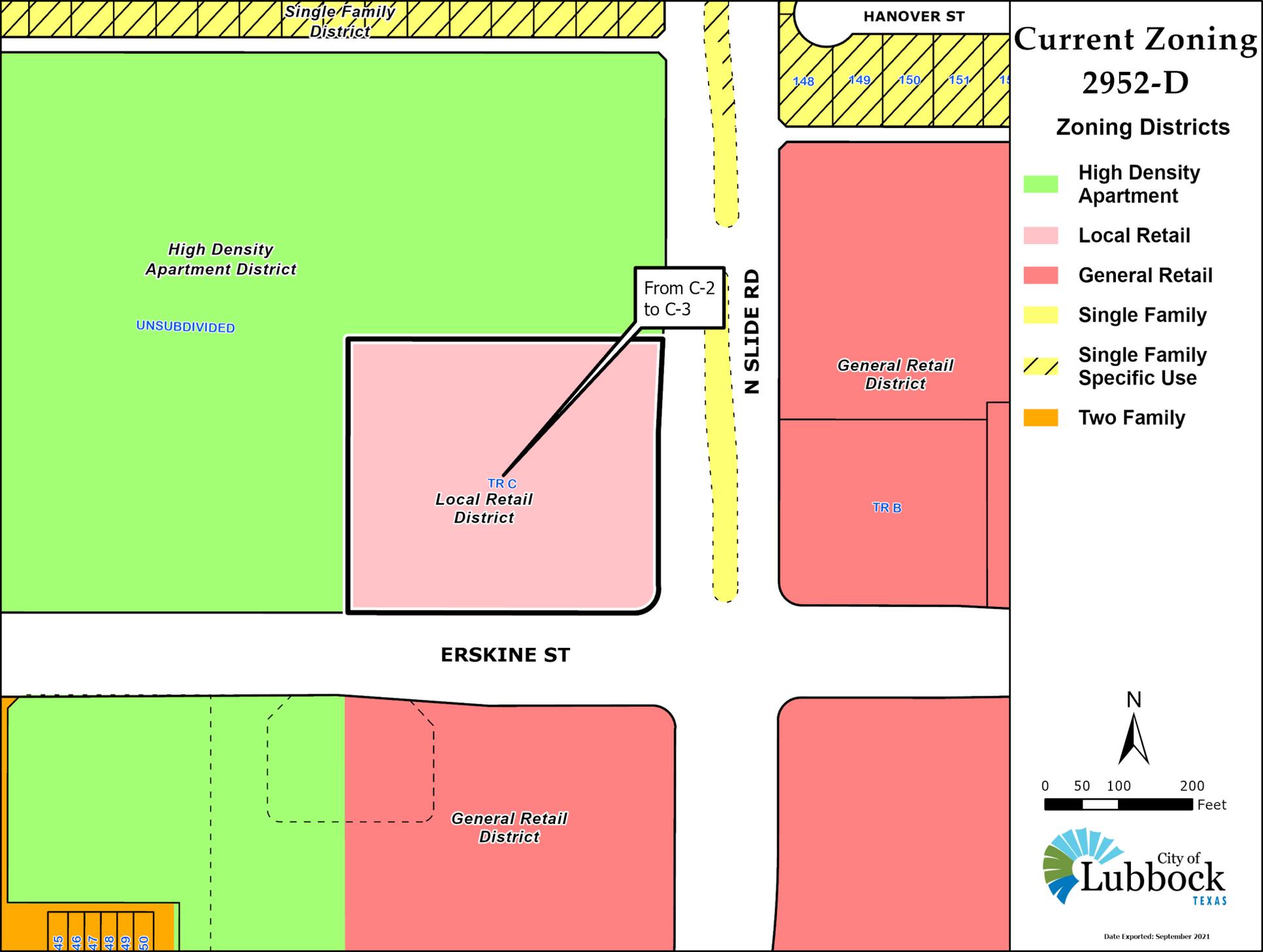


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 2952-D





HANOVER ST

148

149

150

151

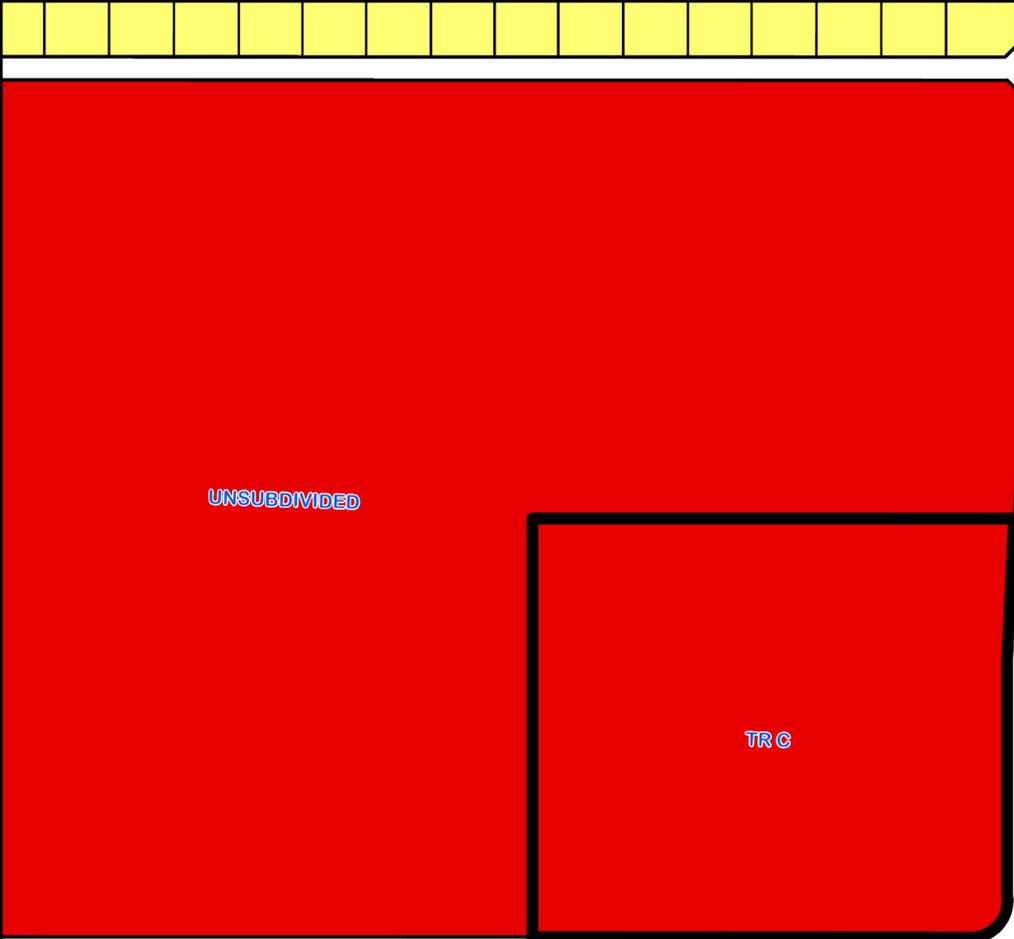
Future Land Use Plan Case 2952-D

Future Land Use Type

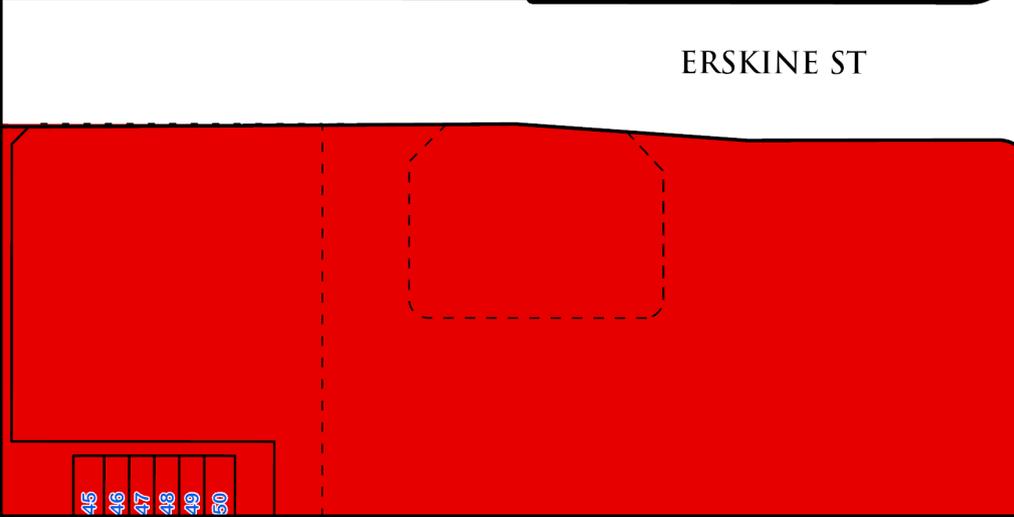
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



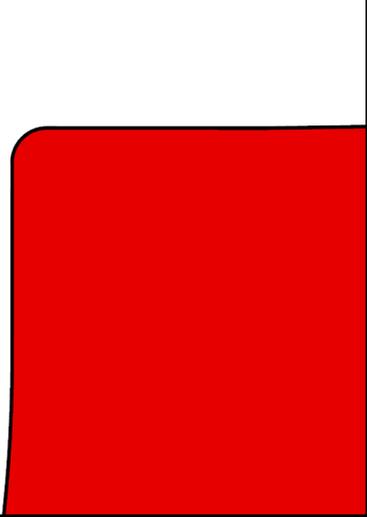
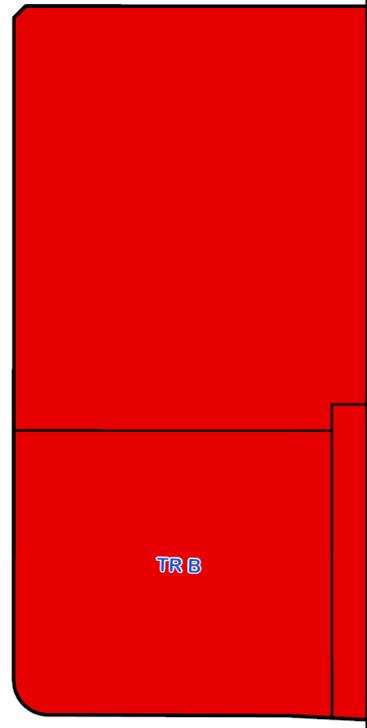
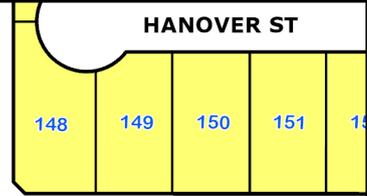
0 50 100 200 Feet



N SLIDE RD



45
46
47
48
49
50





View North—Subject Property



View East.



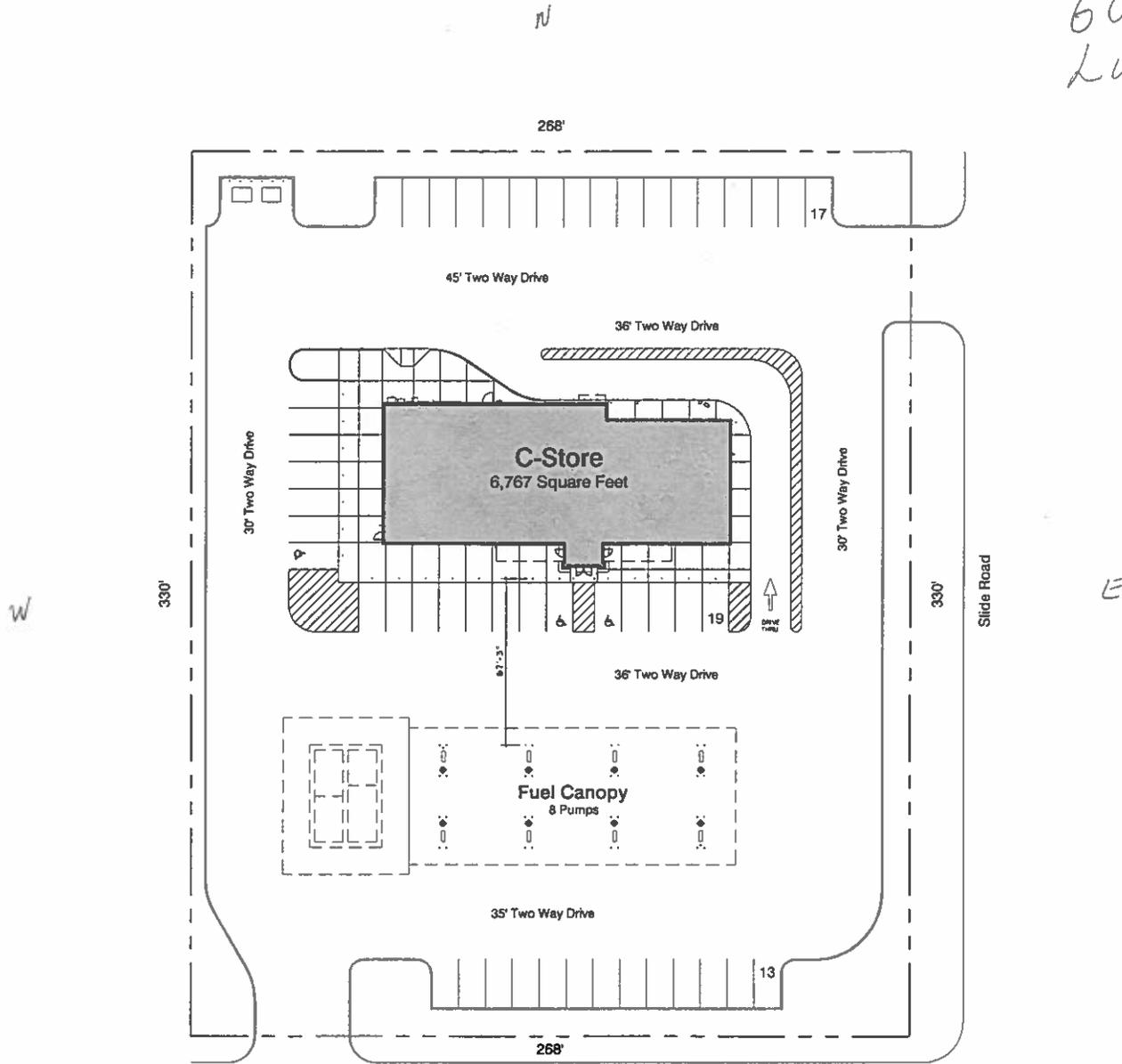
View South.



View West.

North Point, TR C

601 North Slide
Lubbock, TX 79416



Erskine

Proposed Site Plan

SCALE: 1" = 40'

NORTH





Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 601 North Slide, Lubbock, TX 79416
 Lots/Tracts: TRACT C
 Survey & Abstract: NORTH POINT TRC
 Metes and Bounds Attached: Yes No Total Acreage of Request: 3.4
 Existing Land Use: VACANT Existing Zoning: C2
 Requested Zoning: C3 General Retail
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____
 Name: _____
 Address: _____ City: _____ State: _____
 ZIP Code: _____ Telephone: _____ Email: _____
 Applicant's Signature: _____
 Date: _____ Printed Name: _____

Owner Information

Firm Name: SPSM, LTD.
 Owner: SPSM, LTD.
 Address: 3003 98th St. City: Lubbock State: TX
 ZIP Code: 79423 Telephone: 806-7687-3788 Email: RWWarren@aol.com
 Property Owner's Signature: [Signature]
 Date: 31-AUG 2021 Printed Name: RORNEY W. WARREN

Preparer Information

Preparer's Signature: [Signature] 806 548 0023
 Date: 8-31-21 Printed Name: DONNA CARREY BARNES

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: 7
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0162, for Zone Case 3031-B, a request of SK Architecture Group for Nesloney Homes, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 8309 Upland Avenue, located east of Upland Avenue and south of 82nd Street, Westwood Addition, Lot 4.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a vote of 6-1.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3031-B Ordinance
Zone Case 3031-B Staff Report
Zone Case 3031-B Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3031-B; A ZONING CHANGE FROM GO TO C-2 ZONING DISTRICT AT 8309 UPLAND AVENUE, LOCATED EAST OF UPLAND AVENUE AND SOUTH OF 82ND STREET, WESTWOOD ADDITION, LOT 4, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3031-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **GO** to **C-2** zoning district at 8309 Upland Avenue, located east of Upland Avenue and south of 82nd Street, Westwood addition, Lot 4, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3031-B
10.29.21

Staff Report	Zone Case 3031-B
City Council Meeting	November 1, 2021

Applicant SK Architecture Group

Property Owner Nesloney Homes

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999: This property was annexed and zoned Transition (T) through Ordinance 10117.
- February 10, 2005, Zone Case 3031: This property was zoned from Transition (T) to Garden Office (GO) through Ordinance No. 2005-O0018.

Notification Summary

- Notifications Sent: 9
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1999 and has since remained vacant.

Adjacent Property Development

The properties to the north and south are zoned Garden Office (GO) and are vacant. Properties to the east are zoned Transition (T) and developed with single-family homes. The property to the west is zoned Interstate Highway Industrial (IHI) and is developed with a warehouse.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 8309 Upland Avenue and is located south of 82rd Street and east of Upland Avenue, on 1.39 acres of land, on Lot 4, Westwood Addition. The applicant requests a zone change from GO to Local Retail District (C-2).

Current zoning: Garden Office (GO)

Requested zoning: Local Retail District (C-2)

Intent Statements

The intent of the current GO zoning is, "... to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses."

The intent of the proposed C-2 zoning is, "... to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along Upland Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterial streets provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this property for “Residential Low Density” land uses, but notes that land uses in these areas can take numerous forms depending on context. The level of intensity for C-2 is appropriate for this area and the request is consistent with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established to the west.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-2 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documentation

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109

ksager@mylubbock.us

Case Information: Zone Case 3031-B



Allowable Uses: [Local Retail District C-2](#)

Transportation: The proposed development has a point of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue, <i>Principal Arterial, Partial</i>	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven- lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Case Number 3031-B

Quincy Ave

82nd St

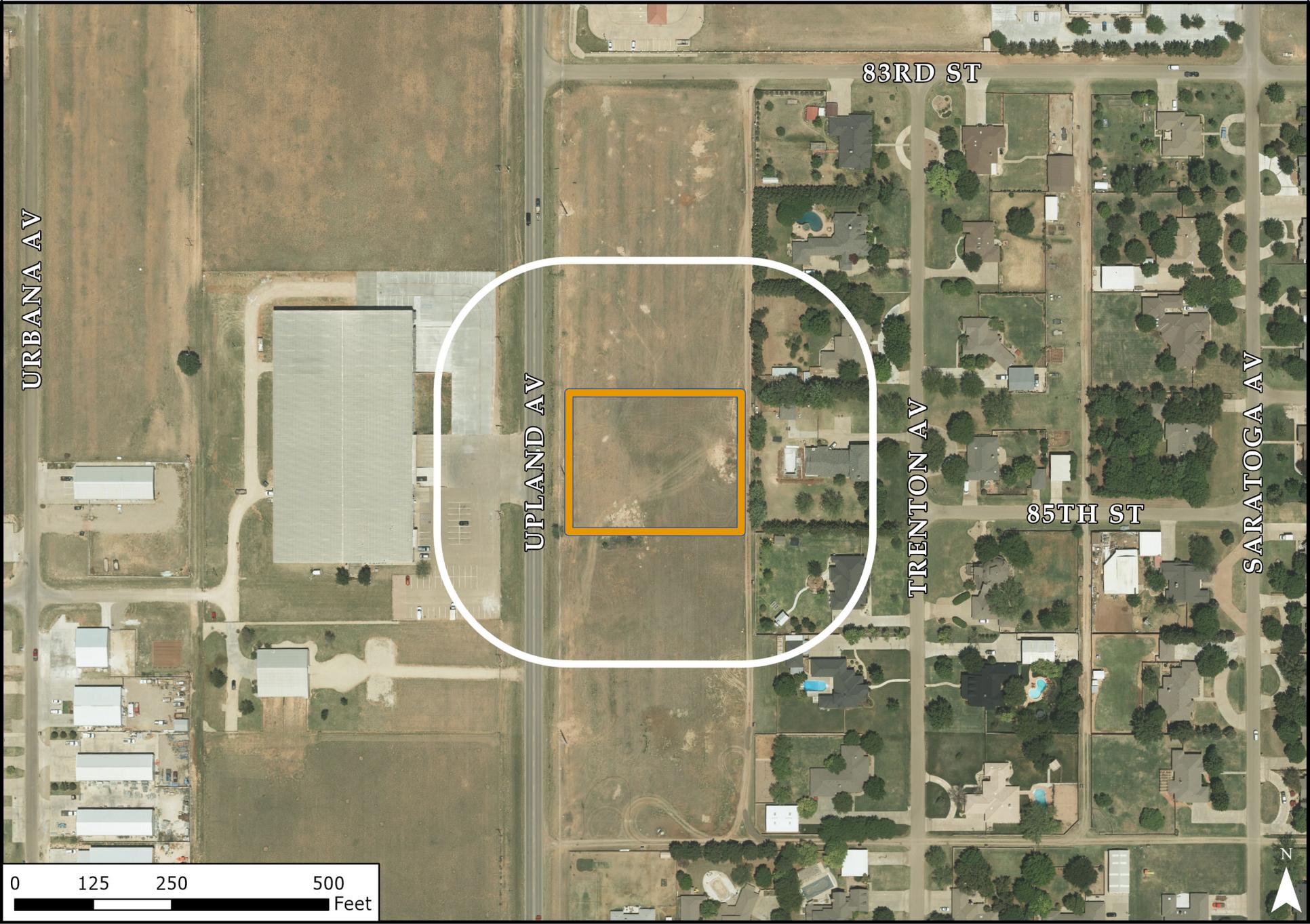
Upland Ave



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 3031-B



URBANA AV

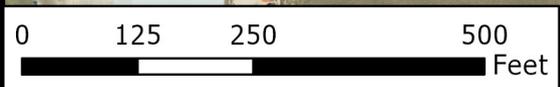
UPLAND AV

83RD ST

TRENTON AV

85TH ST

SARATOGA AV



Current Zoning

3031-B

Zoning Districts

-  General Retail
-  Garden Office
-  Interstate Highway Industrial
-  Transitional

UNSUBDIVIDED
General Retail District

TRA
Interstate Highway Industrial

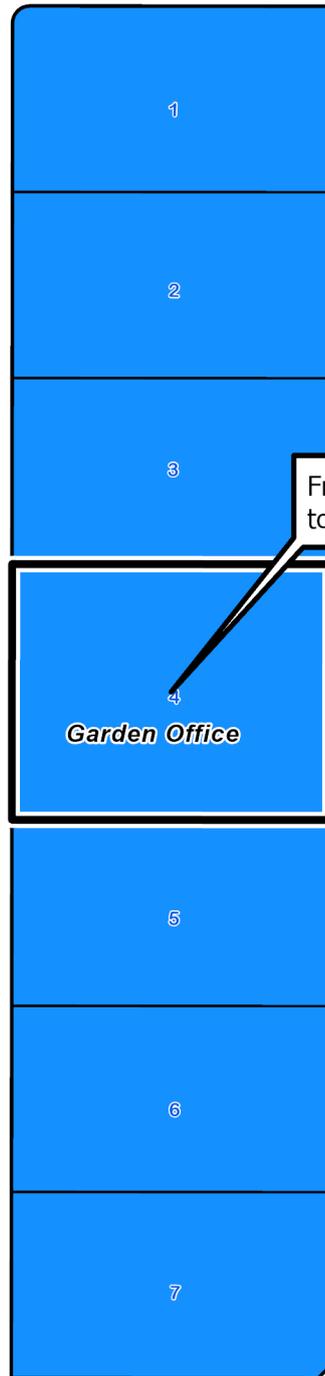
TRA

TRB

TRC

UNSUBDIVIDED

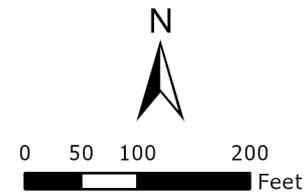
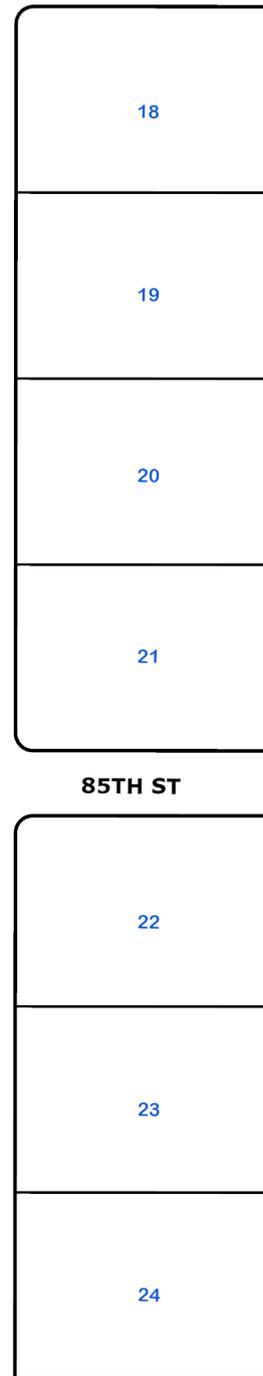
UPLAND AV



From GO to C-2



TRENTON AV



UNSUBDIVIDED

TRA

TRA

TRB

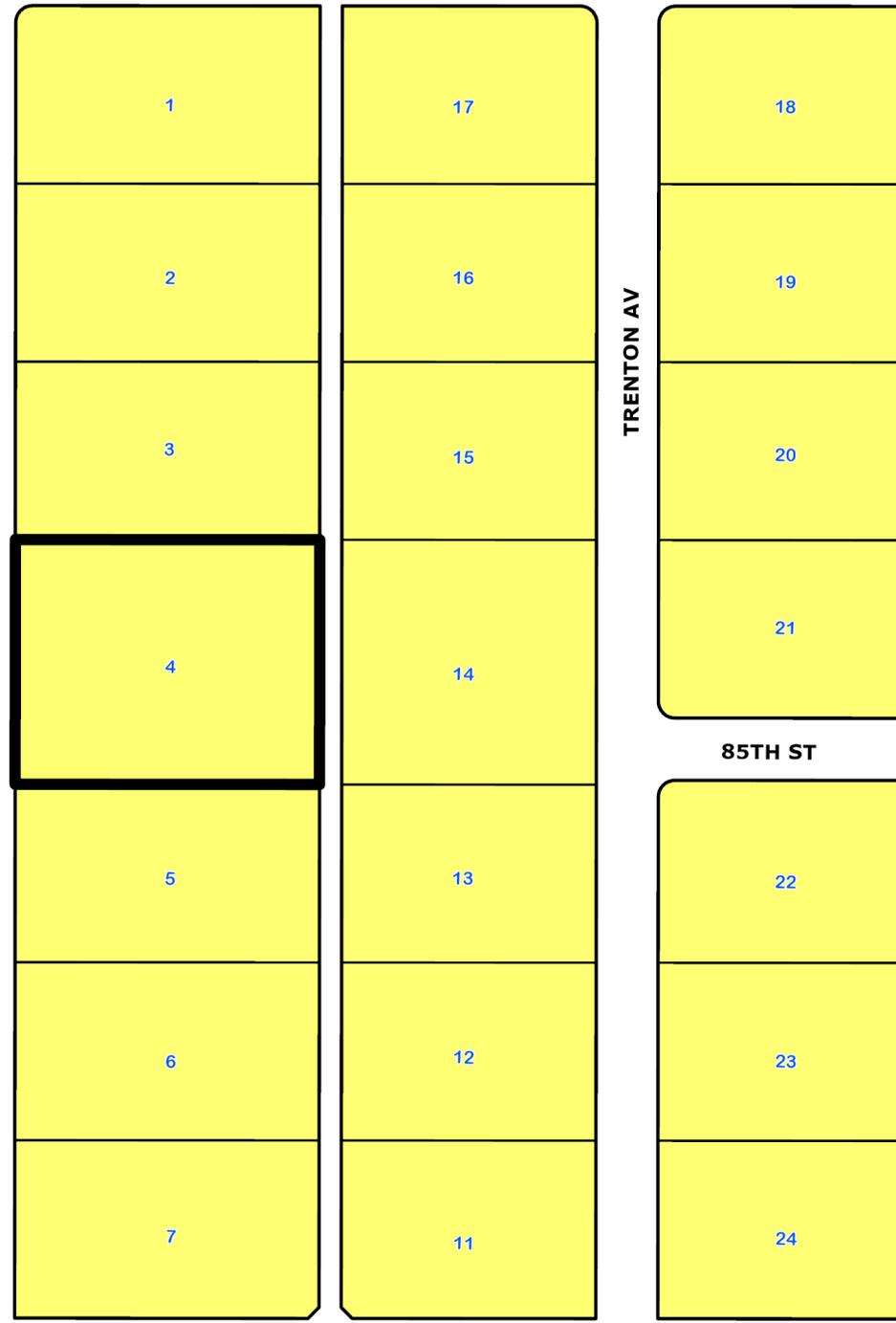
TRC

UNSUBDIVIDED

UPLAND AV

TRENTON AV

85TH ST



Future Land Use Plan Case 3031-B

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3031-B



Subject property view to the east.



View to the south.



View to the west.



View to the north.

WESTWOOD

AN ADDITION IN LUBBOCK COUNTY, TEXAS

LOTS 1-78



THIS PLAT BEARS REFERENCE TO SECTION 13, BLOCK 1, K.

NOT SUBDIVIDED

07811

NOT SUBDIVIDED

11870

NOTES:
 SCALE: 1"=100'
 ALL LINES INDICATE PLAT LINES.
 ALL STREETS, ALLEYS AND EASEMENTS WITHIN PLAT LIMITS ARE HEREBY EASEMENTED TO THE RIGHT TO REMOVE, BORROW OR DEPOSIT ANY LIQUID, SOLID, GRANULAR OR GASEOUS MATERIALS TO BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAN.
 ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENT TO THE RIGHT TO REMOVE, BORROW OR DEPOSIT ANY LIQUID, SOLID, GRANULAR OR GASEOUS MATERIALS TO BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS. NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAN.
 EASEMENTS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED TO THE PASSAGE OF VEHICULAR TRAFFIC.
 TFE - TRANSFORMER PAD EASEMENT (4' x 6')
 USE - UNDERGROUND UTILITY EASEMENT
 USE - UNDERGROUND STREET LIGHT CABLE EASEMENT
 USE - UNDERGROUND POWER AND LIGHT CABLE EASEMENT
 USE - SOUTH PLUMBING ELECTRIC EASEMENT
 SET SQUARE TO BE AT ALL CORNERS UNLESS OTHERWISE INDICATED.

KNOW ALL MEN BY THESE PRESENTS THAT I, JENNIE E. ANDERSON, REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LUBBOCK, TEXAS.

Jennie E. Anderson
 REGISTERED PUBLIC SURVEYOR
 LUBBOCK, TEXAS
 JANUARY 17, 1978
 REVISED JANUARY 30, 1979
 REVISED FEBRUARY 27, 1979



APPROVED THIS 24th day of March, 1979, BY THE COMMISSIONERS COURT OF LUBBOCK COUNTY, TEXAS.

ATTEST: *Frank G. Brown* COUNTY CLERK
 ATTEST: *Robert L. Brown* COUNTY JUDGE

APPROVED THIS 24th day of March, 1979, BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED: *James K. Pettif* CHAIRMAN
 ATTEST: *Paul M. ...* SECRETARY

HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 1101 S. ...
 LUBBOCK, TEXAS 79401
 806/763-8540



Project Information

Location or Address: 8309 Upland Ave.
 Lots/Tracts: Westwood Lot 4
 Survey & Abstract: N/A
 Metes and Bounds Attached: Yes No Total Acreage of Request: 62,720
 Existing Land Use: Vacant Land Subdivided Existing Zoning: Garden Office
 Requested Zoning: C2 - Local Retail District
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: SK Architecture Group
 Name: Sara Bradshaw
 Address: 6302 70th St. City: Lubbock State: Tx
 ZIP Code: 79424 Telephone: 806-300-8151 Email: sara@skarchgroup.com
 Applicant's Signature: *Sara Bradshaw*
 Date: 09/01/2021 Printed Name: Sara Bradshaw

Owner Information

Firm Name: Nesloney Homes
 Owner: Jason Nesloney
 Address: 10101 Saratoga Ave City: Lubbock State: Tx
 ZIP Code: 79424 Telephone: 806-620-3031 Email: nesloneyhomes@gmail.com
 Property Owner's Signature: *JN*
 Date: 09/01/2021 Printed Name: Jason Nesloney

Preparer Information

Preparer's Signature: *Juan Moya*
 Date: 09/01/2021 Printed Name: Juan Moya

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0163, for Zone Case 3291-A, a request of OJD Engineering, LLC for John C. Owens, for a zone change from Local Retail District (C-2) to Family Apartment District (A-1) at 1901 82nd Street, located east of Avenue U and south of 82nd Street, on 3.82 acres of unplatted land out of Block E, Section 9.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a vote of 6-1.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3291-A Ordinance
Zone Case 3291-A Staff Report
Zone Case 3291-A Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3291-A; A ZONING CHANGE FROM C-2 TO A-1 ZONING DISTRICT AT 1901 82ND STREET, LOCATED EAST OF AVENUE U AND SOUTH OF 82ND STREET, ON 3.82 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 9, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-10 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3291-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from C-2 to A-1 zoning district at 1901 82nd Street, located east of Avenue U and south of 82nd Street, on 3.82 acres of unplatted land out of Block E, Section 9, City of Lubbock, Lubbock County, Texas, [and being further described as follows:]

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

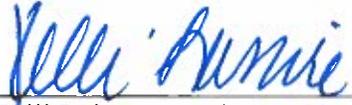
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Kelli Leisure". The signature is written in a cursive style and is positioned above a horizontal line.

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3291-A
10.29.21

FIELD NOTES for the remaining 3.820 acres of a called Five and one-twelfth (5-1/12) acre tract (parent tract) of land situated in the Northeast Quarter (NE/4) of Section 9, Block E, G.C.&S.F. R.R. Co. Survey, A-47, Lubbock County, Texas as described in County Clerk's File (CCF) #2016041815, Official Public Records of Lubbock County, Texas (OPRLC, TX.), said 3.820 acres being more particularly described by metes and bounds as follows:

BEGINNING at a "X" found cut in concrete at the Northwest corner of Tract "A", RBA Investments-82nd Street Subdivision to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in CCF #2013018189, OPRLC, TX. for the Northeast corner of this tract;

THENCE S. 01°46'23" W., bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, (2011, epoch 2010.0), (Record (R) - S. 01°45'38" W.), contiguous with the West line of said Tract "A", a distance of 159.28 feet, distances are surface, U.S. Survey Feet, to a 1/2" iron rod with yellow cap inscribed "HUGO REED" (hereinafter referred to as a HUGO cap) found in the North line of the remainder of a called 0.392 acre tract (White tract) as described in CCF #2006045122, OPRLC, TX., at the Southeast corner of said parent tract for the Southeast corner of this tract from which a 1/2" iron rod with cap inscribed "RPLS 4460" found at the Southwest corner of said Tract "A" bears S. 01°46'23" W. a distance of 20.00 feet;

THENCE N. 88°12'24" W. (R - S. 89°57' W. & S. 89°57'53" W.), contiguous with the South line of said parent tract, the North line of said White tract and the North line of Lot 1, The Preserve at Prairie Pointe, an Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 9142, Page 80, Official Real Property Records of Lubbock County, Texas (ORPRLC, TX.), at 238.80 feet pass the common North corner of said White tract and said Lot 1, at 1,114.63 feet pass the Northwest corner of said Lot 1, in all a total distance of 1,117.09 feet to a 1/2" iron rod found in the East right-of-way line of Avenue "U" as described in Volume 6100, Page 122, ORPRLC, TX. for the Southwest corner of this tract;

THENCE contiguous with the East right-of-way line of said Avenue "U" the following three (3) courses and distances:

- 1) N. 03°54'22" E. (R - N. 02°08'15" E.) a distance of 46.83 feet to a HUGO cap found for a corner of this tract;
- 2) N. 01°48'12" E. (R - N. 00°02'05" E.) a distance of 60.62 feet to a 1/2" iron rod found at the Southwest corner of street dedication deed described in CCF #2016003529, OPRLC, TX. for the most Westerly Northwest corner of this tract;
- 3) N. 46°48'24" E. (R - N. 46°48'04" E.) a distance of 42.43 feet to a HUGO cap found in the South right-of-way line of 82nd Street as described in Volume 6100, Page 122, ORPRLC, TX. and Volume 7620, Page 43, ORPRLC, TX. for the most Northerly Northwest corner of this tract;

THENCE contiguous with the South right-of-way line of said 82nd Street the following five (5) courses and distances:

- 1) S. 88°11'22" E. (R - S. 89°57'29" E.) a distance of 145.00 feet to a 1/2" iron rod found at the beginning of a curve to the left having a radius = 875.21 feet for a corner of this tract;
- 2) In a Southeasterly direction around said curve to the left having a radius = 875.21 feet, Δ = 02°30'21", chord distance = 38.27 feet, chord bearing = S. 89°26'31" E., a distance of 38.27 feet to a 1/2" iron rod found for a corner of this tract;
- 3) N. 89°18'20" E. (R - N. 87°32'12" E.) a distance of 323.94 feet to a HUGO cap found for a corner of this tract;
- 4) S. 89°14'14" E. (R - N. 88°25'20" E.) a distance of 233.66 feet to a 1/2" iron rod with blue cap inscribed "CYRIL TURNER TX-RPLS 6460" set for a corner of this tract;
- 5) S. 88°40'30" E. (R - N. 88°59'04" E.) a distance of 344.78 feet to the POINT OF BEGINNING.

Note: A survey of even certification date accompanies this description

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
 COUNTY OF LUBBOCK : Cyril H. Turner, Registered
 : Professional Land Surveyor, do hereby
 : certify that I did cause to be surveyed
 on the ground the above described tract of land, and to the best of my
 knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal.



Cyril H. Turner

 Cyril H. Turner
 Registered Professional
 Land Surveyor #6460

09/01/2021

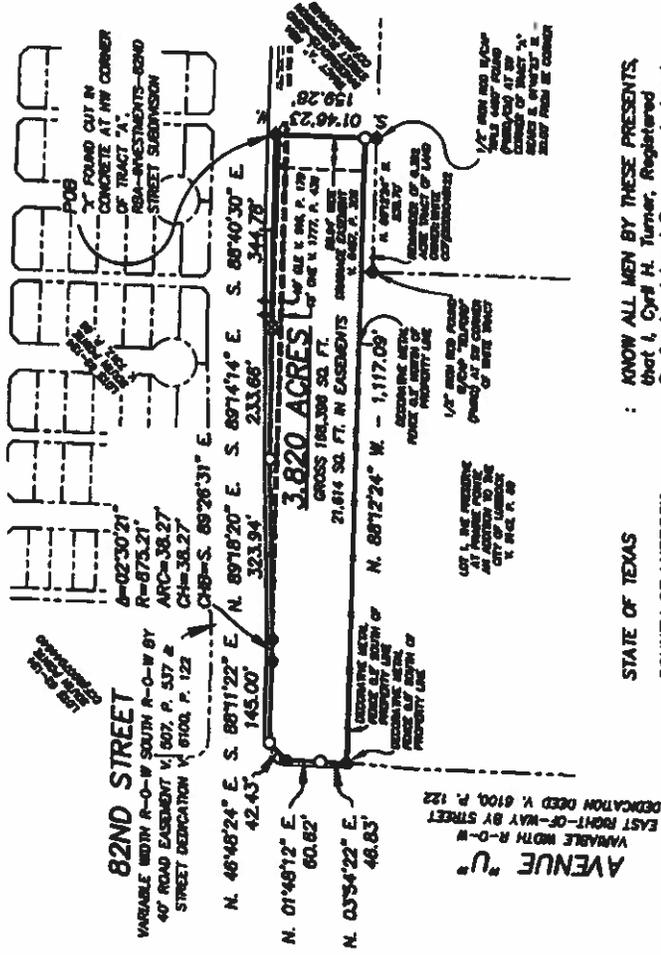
NOTE:
 POB = Point of Beginning.

- = 1/2" iron rod with cap inscribed "HUGO REED" found. (PMRD/CM)
- = 1/2" iron rod with cap inscribed "CHT RPLS 6460" set.
- = 1/2" iron rod found (PMRD/CM), unless otherwise noted.

PMRD = Physical Monument of Record Dignity
 CM = Controlling Monument
 CHT = Overhead Electrical Lines
 Parent tract recorded in County Clerk File Number 2018041815, Official Public Records of Lubbock County, Texas.
 Bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, (2011, epoch 2010.0)

Distances are surface, U.S. Survey Feet.
 This survey is subject to any facts which may be disclosed by a full and accurate title search. A current title commitment was not provided for this survey.
 Metes & Bounds Description of even survey date accompanies this plot.
 This plot invalid unless it bears surveyor's seal and signature.
 Field notes with even certification date accompany this plot.

NOT TO SCALE



STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
 COUNTY OF LUBBOCK : that I, Cyril H. Turner, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.
 IN WITNESS WHEREOF, my hand and seal.



Cyril H. Turner
 Registered Professional
 Land Surveyor #10483



BOUNDARY SURVEY OF A 3.820 ACRE TRACT OF LAND SITUATED IN SECTION 9, BLOCK E, G.C.&S.F. R.R. CO. SURVEY, A-47, LUBBOCK COUNTY, TEXAS

SCALE: 1" = 200' APPROVED BY: CHT Surveyed - 09/16-09/24/2021

CHT OJD Engineering, L.L.C.
 Consulting Engineers & Surveyors
 308 E. Hwy. 62, Unit #1
 Lubbock, Texas 79602
 806-791-5200
 806-791-5202
 Fax: 806-791-5203

Surveying Firm # 10182825

09/10/2021

Staff Report	Zone Case 3291-A
City Council Meeting	November 1, 2021

Applicant OJD Engineering, LLC

Property Owner John C Owens

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958: A portion of this property was annexed and zoned Transition District (T) through Ordinance No. 2535.
- June 11, 1959: A portion of this property was rezoned to Single Family District (R-1) through Ordinance No. 2813.
- November 18, 1976: A portion of this property was annexed and zoned Transition District (T) through Ordinance No. 7361.
- December 13, 1984: A portion of this property was annexed and zoned Transition District (T) through Ordinance No. 8689.
- September 9, 2016: This property was rezoned Local Retail District (C-2) through Ordinance No. 2016-00132.

Notification Summary

- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

This property was annexed between 1958 and 1984 and has remained vacant and unsubdivided.

Adjacent Property Development

The property to the south and west is zoned Family Apartment District (A-1) and developed with apartments. To the north are offices on property zoned Garden Office District (GO) and homes on property zoned R-1. Finally, to the east is a commercial building zoned C-2 as well as vacant land zoned T.

Zoning Request and Analysis

Item Summary

This property is addressed as 1901 82nd Street, located east of Avenue U and south of 82nd Street, on 3.82 acres of unplatted land out of Block E, Section 9. The applicant is requesting a zone change from C-2 to A-1.

Current zoning: Local Retail District (C-2)

Requested zoning: Family Apartment District (A-1)

Intent Statements

The intent of the current C-2 zoning is "...to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed A-1 zoning is, "...to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

Traffic Network/Infrastructure Impacts

The location is along 82nd Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Principal Arterial streets are continuous routes whose function is to serve high volumes of local and regional traffic. Speeds are relatively high on arterial streets and handle high volumes of traffic. This roadway will be able to adequately handle the traffic associated with the uses in the A-1 district.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use map designates this area for "Commercial" land uses. The A-1 district does not conform to the Future Land Use Map designation though it would be considered appropriate at an intersection node according to the Future Land Use Compatibility Matrix (pg. 64).

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses, though additional public improvements may be needed, as the property has not been platted yet.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Replies

Staff Contacts

Shane Spencer
 Planner
 Planning Department
 806-775-2103
sspencer@mylubbock.us

Kristen Sager
 Planning and Zoning Manager
 Planning Department
 806-775-2109
ksager@mylubbock.us

Allowable Uses: [Family Apartment District \(A-1\)](#)

Transportation: The proposed development has points of access from 82nd Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
82 nd Street, <i>Principal Arterial Completed</i>	R.O.W. 110 feet, 7-lane, undivided, paved	R.O.W. 110 feet, 7-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

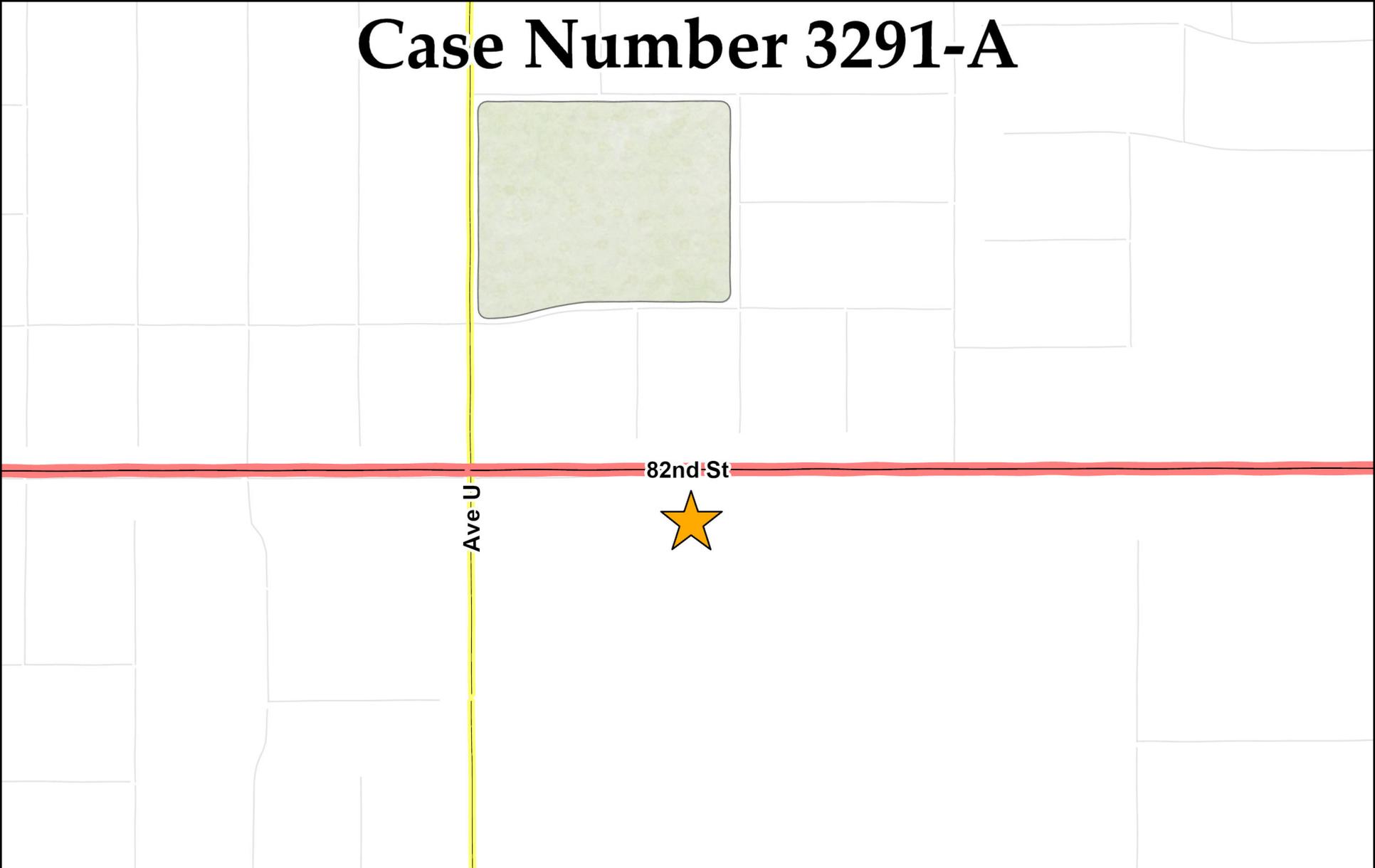
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

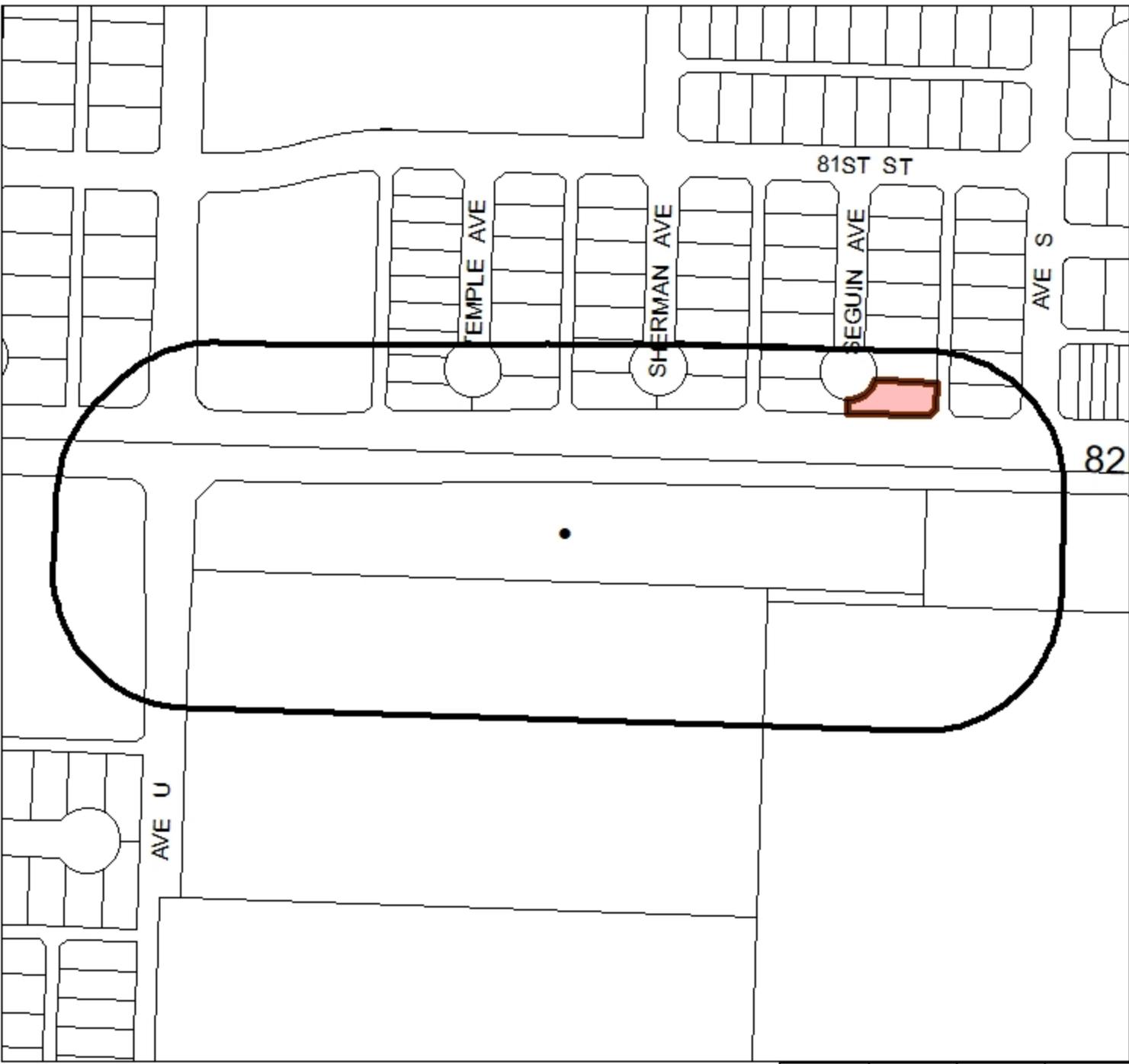
Case Number 3291-A



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received



Legend

- LocatorPnt3291_A
- ◻ MailoutBuffer3291_A
- Notification Result**
- ◻ In Favor
- ◻ Opposed

0 135 270 540 Feet

Created by Planning Department
Date: 9/29/2021

Case Number 3291-A



0 125 250 500 Feet

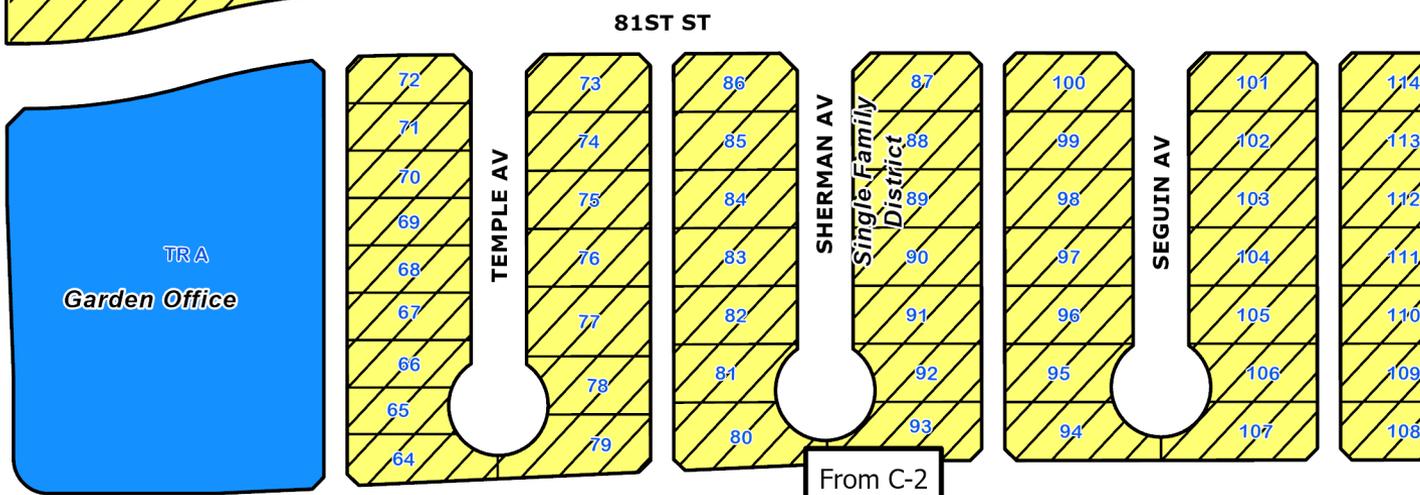


Current Zoning

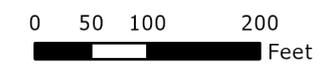
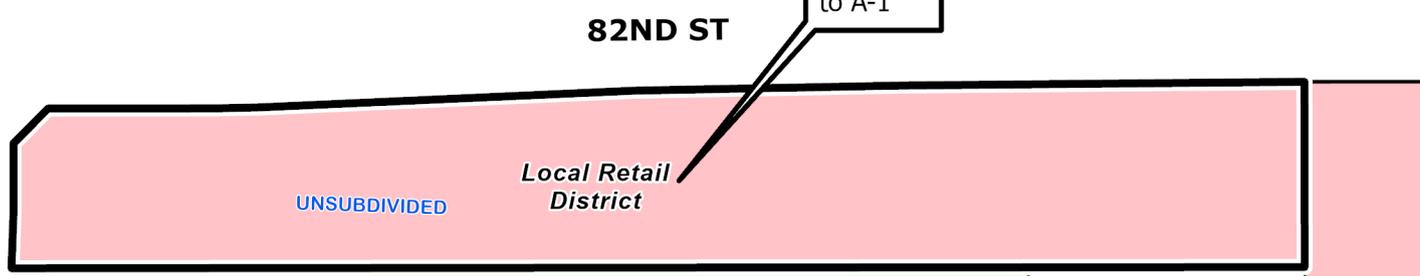
3291-A

Zoning Districts

-  Family Apartment
-  Local Retail
-  Garden Office
-  Single Family
-  Single Family Specific Use
-  Two Family
-  Transitional



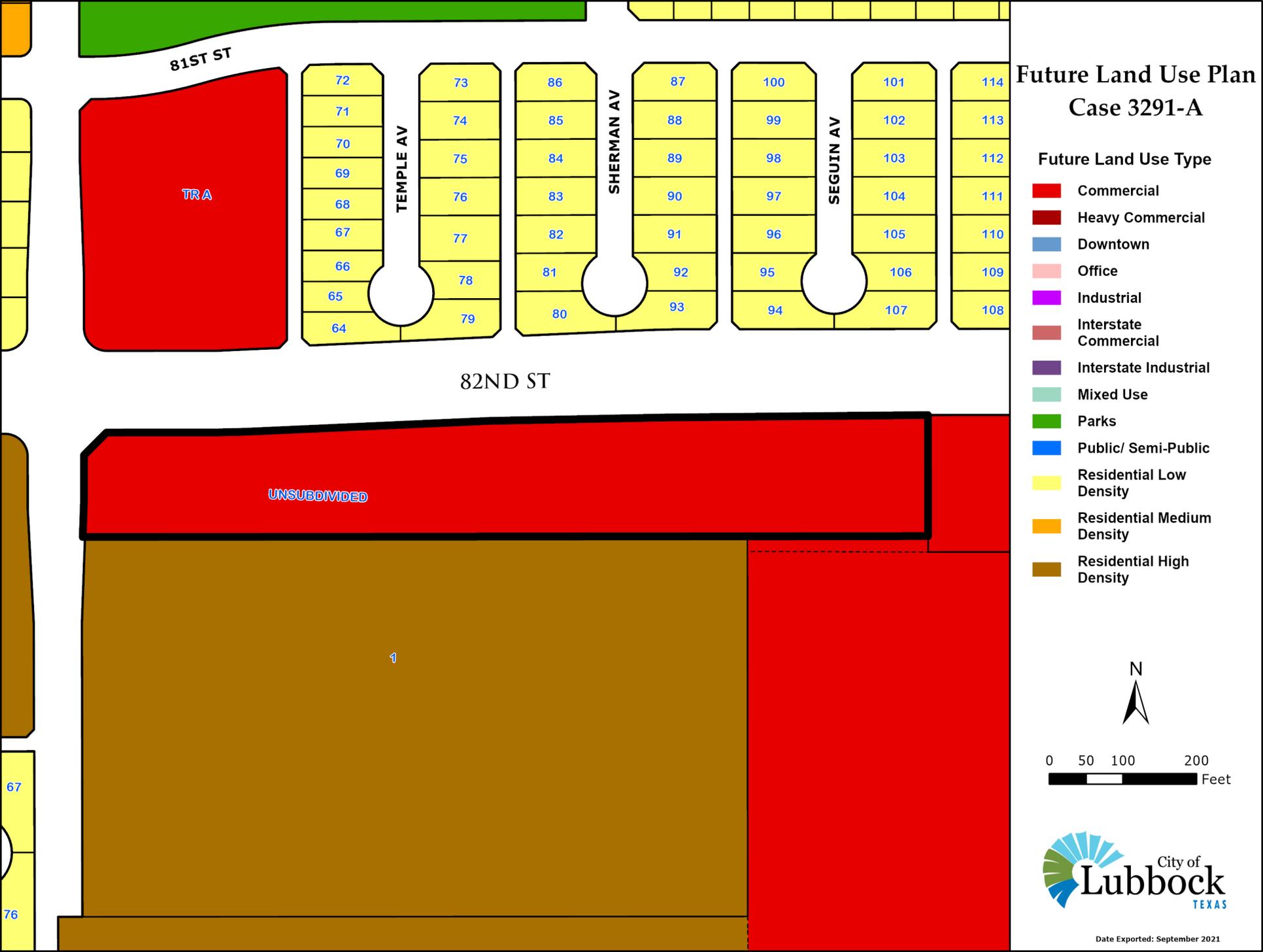
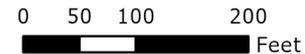
From C-2 to A-1



Future Land Use Plan Case 3291-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3291-A



View of adjacent property. View south.



View of adjacent property. View east.



View of subject property. View north.



View of adjacent property. View west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Southeast Corner - 82nd Street & Avenue U
Lots/Tracts: Tract B4
Survey & Abstract: Survey: Block E, Section 9 Abstract: 47
Metes and Bounds Attached: Yes No Total Acreage of Request: 3.82 Acres
Existing Land Use: Vacant Land Unsubdivided Existing Zoning: C-2
Requested Zoning: A-1
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: OJD Engineering, LLC
Name: Michael Adams
Address: 328 E HWY 62 City: Wolfforth State: TX
ZIP Code: 79382 Telephone: 806-791-2300 Email: michael.adams@ojdengineering.com
Applicant's Signature: [Signature]
Date: 9/1/21 Printed Name: Michael J Adams

Owner Information

Firm Name: _____
Owner: John C Owens
Address: 4618 5th St. City: Lubbock State: TX
ZIP Code: 79416 Telephone: 806-317-3880 Email: jowens@plainscapital.com
Property Owner's Signature: John C Owens
Date: 9/1/21 Printed Name: Johnny Owens

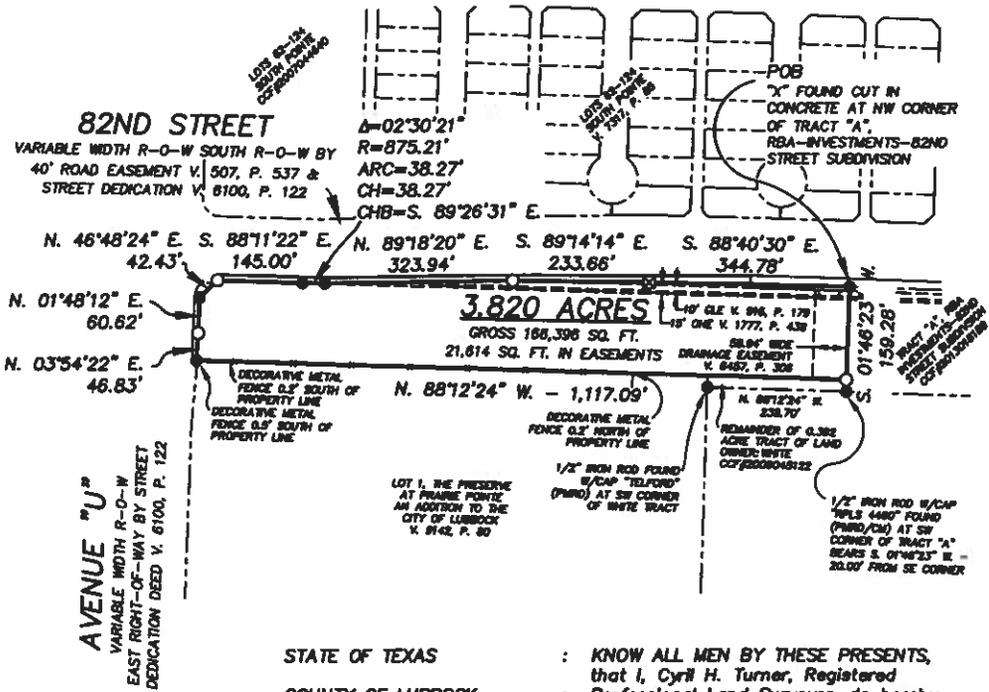
Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



NOTE:

POB = Point of Beginning.

- = 1/2" iron rod with cap inscribed "HUGO REED" found. (PMRD/CM)
- ⊠ = 1/2" iron rod with cap inscribed "CHT RPLS 6460" set.
- = 1/2" iron rod found (PMRD/CM), unless otherwise noted.

PMRD = Physical Monument of Record Dignity

CM = Controlling Monument

OHE = Overhead Electrical Lines

Parent tract recorded in County Clerk File Number 2016041815, Official Public Records of Lubbock County, Texas.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North Central Zone, (2011, epoch 2010.0)

Distances are surface, U.S. Survey Feet.

This survey is subject to any facts which may be disclosed by a full and accurate title search. A current title commitment was not provided for this survey.

Mets & Bounds Description of even survey date accompanies this plat. This plat invalid unless it bears surveyor's seal and signature.

Field notes with even certification date accompany this plat.

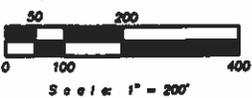
NOT TO SCALE

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
 COUNTY OF LUBBOCK : that I, Cyril H. Turner, Registered
 Professional Land Surveyor, do hereby
 certify that I did cause to be surveyed
 on the ground the tract of land shown on this plat, and to the best
 of my knowledge and belief, the said description is true and correct.
 IN WITNESS THEREOF, my hand and seal.



Cyril H. Turner
 Cyril H. Turner
 Registered Professional
 Land Surveyor #6460

09/01/2021



BOUNDARY SURVEY OF A 3.820 ACRE TRACT OF LAND SITUATED IN SECTION 9, BLOCK E, G.C.&S.F. R.R. CO. SURVEY, A-47, LUBBOCK COUNTY, TEXAS		
SCALE: 1" = 200'	APPROVED BY: CHT Surveyed - 08/18-08/30/2021	DRAWN BY: CHT FILE NAME: 21-LS00101
OJD Engineering, L.L.C. Consulting Engineers & Surveyors		806-791-2300 328 E. Hwy. 82, Unit #1 Wolforth, Texas 79382
Surveying Firm # 10183983		

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3291-A**

In Favor

Opposed

Reasons and/or Comments:

Print Name Orlando & Becky Lucero
Signature: Orlando & Becky Lucero
Address: 8113 Seguin Ave, Lubbock, TX 79423
Address of Property Owned: 8113 Seguin Ave, Lubbock, TX 79423
Phone Number: 806-787-3872 or 806-787-3874
Email: becky.lucero@lubbockisd.org

Zone Case Number: **3291-A**
LUCERO ORLANDO & REBECCA
8113 SEGUIN AVE

R163716

Recipient 12 of 24

LUBBOCK

TX 79423-2439





Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0154, for Zone Case 3432-A, a request of Dwain Lane for Carolyn Lane Musgrave, for a Specific Use for an Event Center, on property zoned Commercial District (C-4) and Local Retail District (C-2) at 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5 and 6.

Item Summary

On November 1, 2021, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on October 28, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Zone Case 3432-A Ordinance
Zone Case 3432-A Staff Report
Zone Case 3432-A Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3432-A; A ZONING CHANGE FROM C-4 AND C-2 TO C-4 AND C-2 SPECIFIC USE FOR AN EVENT CENTER, AT 1801 19TH STREET AND 1904 AND 1906 AVENUE R, LOCATED SOUTH OF 19TH STREET AND WEST OF AVENUE R, LANE ADDITION, BLOCK 1, LOTS 1, 2, 5, AND 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3432-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 and C-2** to **C-4 and C-2 Specific Use** for an **Event Center** zoning district at 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-4 and C-2 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3432-A
10.29.21

Staff Report	Zone Case 3432-A
City Council Meeting	November 1, 2021

Applicant Dwain Lane
Property Owner Carolyn Lane Musgrave
Council District 1

Recommendations

- Staff recommends Approval of the request.

Prior Board or Council Action

- February 7, 1921: This property was annexed through the adoption of an Official Map of the City of Lubbock through Ordinance No. 197.
- March 13, 1941, Original Zoning Ordinance: This property was zoned Commercial District (District H) and Two-Family District (District B) through Ordinance No. 661.
- December 22, 1960, Zone Case 0884: This property was zoned Commercial District (C-4) through Ordinance No. 3320.
- March 13, 2014, Zone Case 3224: The northern section of this property was zoned Local Retail District (C-2) through Ordinance No. 2014-00021.
- June 8, 2021, Zone Case 3432: City Council denied a zone change from C-2 to C-4 with a Specific Use for a Dance Hall.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1921 and was developed with a commercial building in 1941. The building was originally granted a certificate of occupancy as a café on January 10, 1942; and on February 6, 1974, the use of the building was changed to a public bar. On February 24, 1989, the bar was then turned into a game room and club.

Adjacent Property Development

The properties to the north, east and west are zoned C-2 and have been developed with commercial buildings. The property to the south is zoned C-4 and is developed with a parking lot.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1801 19th Street and 1904 and 1906 Avenue R, and is located south of 19th Street and west of Avenue R. The applicant is requesting a Specific Use for an Event Center.

Current zoning: Local Retail District (C-2) and Commercial District (C-4)
Requested zoning: Specific Use for an Event Center

Intent Statements

The intent of the current C-2 zoning is “...to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares.”

The intent of the current C-4 zoning is “...to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered.”

The intent of the proposed Specific Use is “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used.”

Traffic Network/Infrastructure Impacts

The property is located along 19th Street and Avenue R. 19th Street is designated as Minor Arterial by the Master Thoroughfare Plan, 2018, and Avenue R is designated as a Local street. Minor Arterial roads are designed for a higher intensity of traffic, and Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87).

Compatibility with Surrounding Property

The proposed Specific Use for an event center is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use for an event center is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established. The existing building was used as a club and game room (Crossroads) until 2017; but according to the owner, it began its use as a venue (Stiletto’s) in 2019 and therefore it lost its nonconforming status as a bar/nightclub due to there being no alcohol sales for over a year. It appears that it was allowed to continue as a similar use when the current tenants occupied the building, and so the building retains its nonconforming status as a dance hall today. The proposed use for this property was previously considered to fall under the categorization of a dance hall; however, the City Council recently approved an amendment to the zoning ordinances to distinguish an event center from a dance hall. The request for an event center would bring the use of the building into conformance.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use of an event center and will not need additional public improvements.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and supporting documents

Staff Contacts

Jacob Hawkins
 Planner
 Planning Department
 806-775-2096
jhawkins@mylubbock.us

Kristen Sager
 Planning and Zoning Manager
 Planning Department
 806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3432-A



Allowable Uses: [Local Retail District \(C-2\)](#), [Commercial District \(C-4\)](#), and [Specific Use District](#)

Transportation: The proposed development has points of access from 19th Street and Avenue R.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street <i>Minor Arterial, Completed</i>	R.O.W. 88 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Avenue R <i>Local, Completed</i>	R.O.W. 50 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

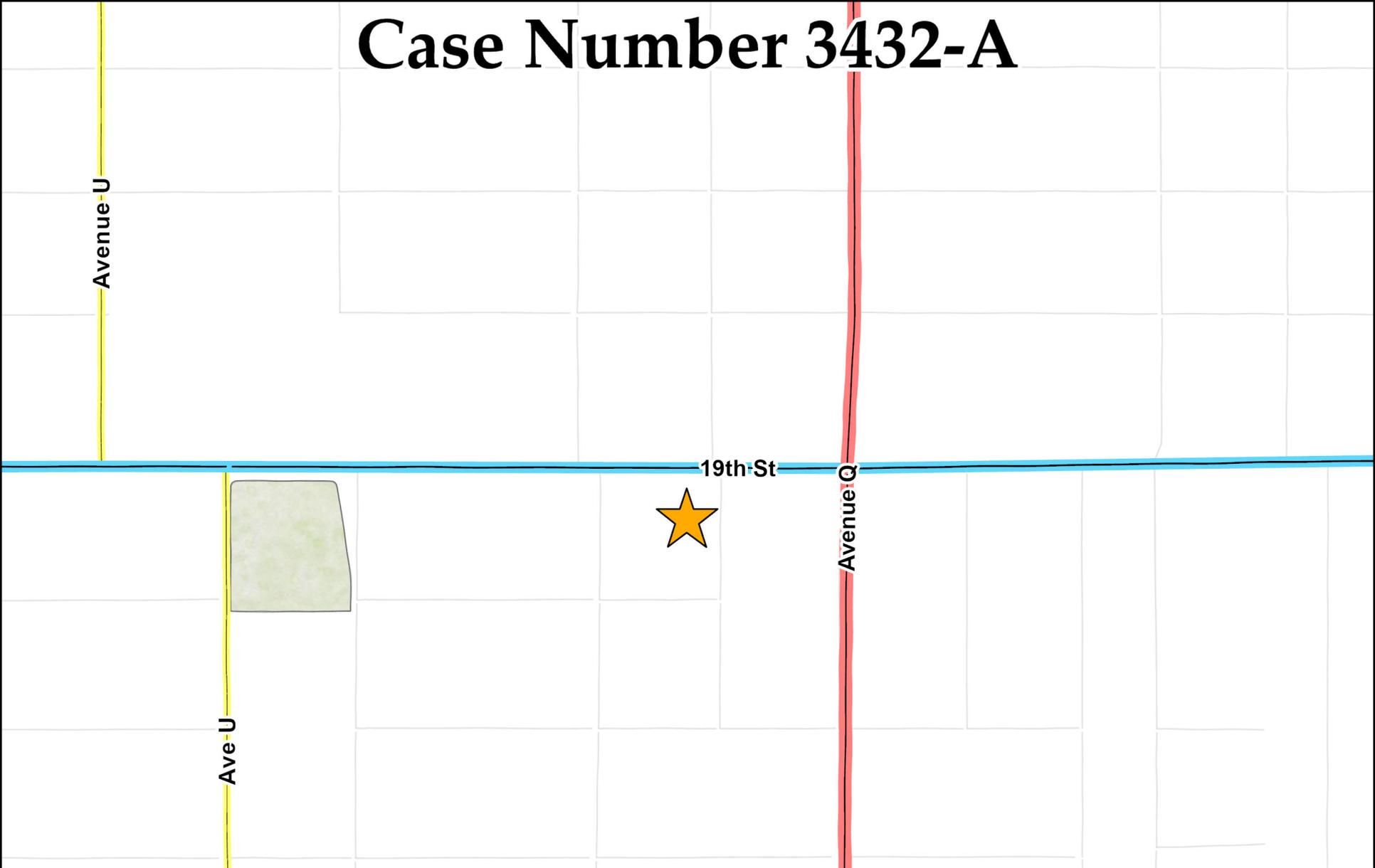
Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

N/A

Case Number 3432-A



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 3432-A



18TH ST

19TH ST

20TH ST

21ST ST

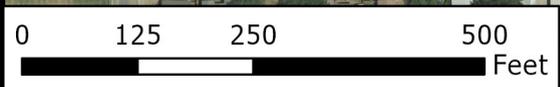
AVE T

AVE S

AVE R

AVE Q

DIXIE DR

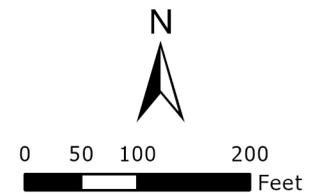
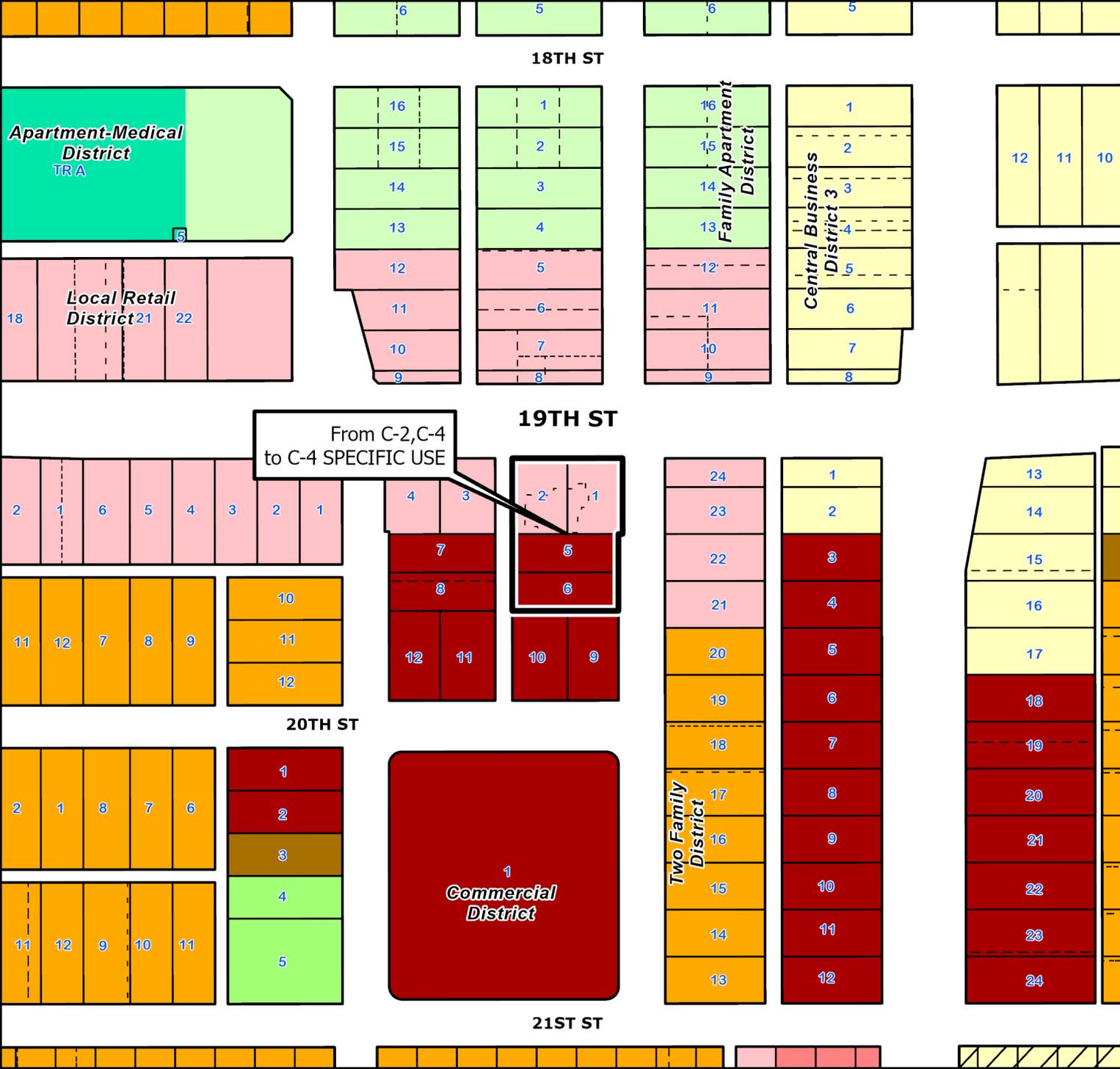


Current Zoning

3432-A

Zoning Districts

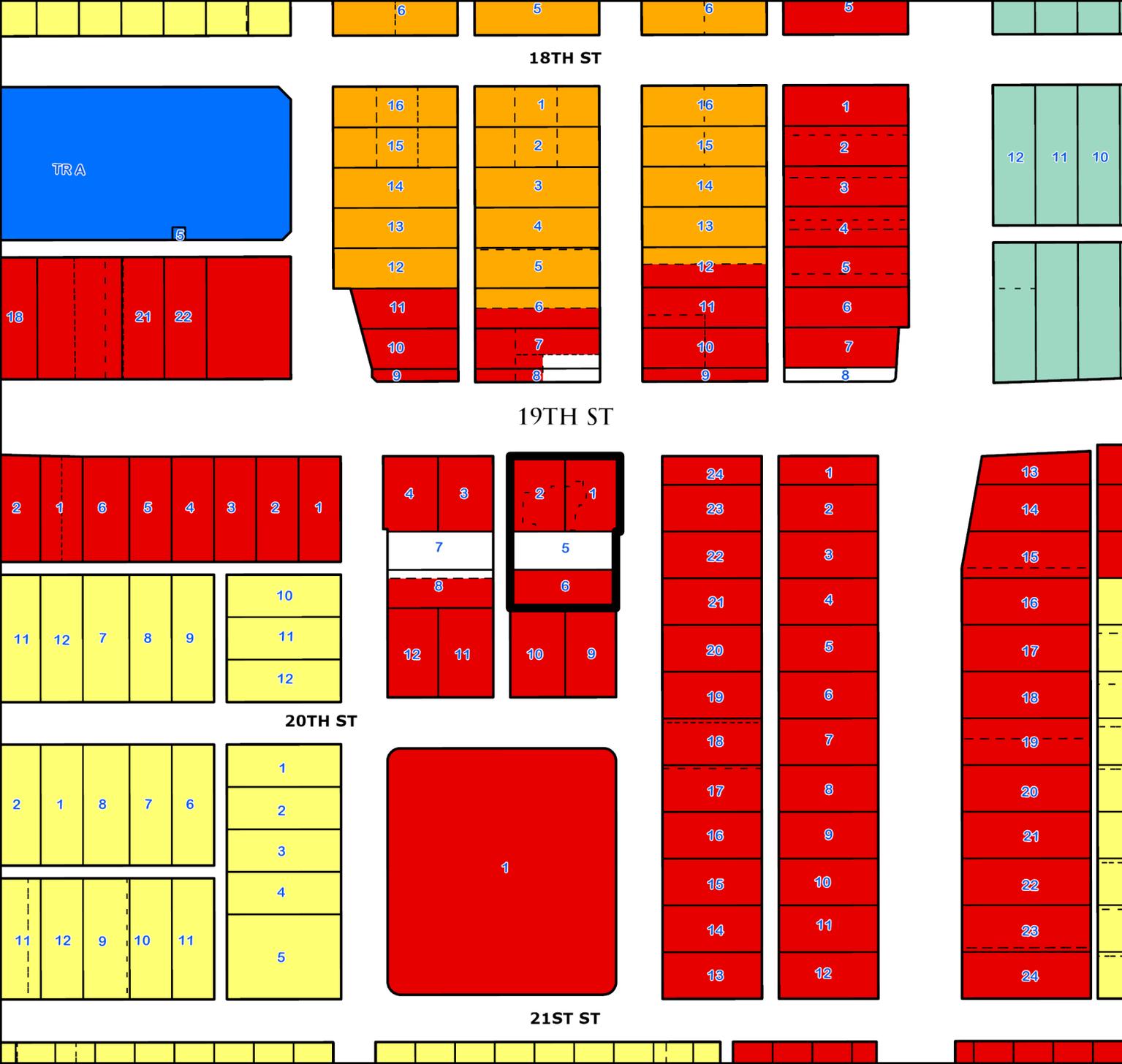
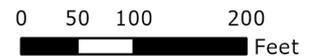
-  Family Apartment
-  High Density Apartment
-  Apartment-Medical
-  Local Retail
-  General Retail
-  Commercial
-  Central Business District 3
-  Central Business District 3 Specific Use
-  Two Family
-  Multi-Family



Future Land Use Plan Case 3432-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3432-A



View of subject property. View south.



View of adjacent property. View east.



View of adjacent property. View west.



View of adjacent property. View north.



Project Information

Location or Address: 1801-19TH
Lots/Tracts: 192 586
Survey & Abstract: _____
Metes and Bounds Attached: Yes No Total Acreage of Request: 0.5
Existing Land Use: EVENT CENTER Existing Zoning: 181-C-2 586 C-4
Requested Zoning: SPECIFIC USE EVENT CENTER
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____
Name: DWAIN LANE
Address: 18810 SLIDE ROAD City: LUBBOCK State: TEXAS
ZIP Code: 79424 Telephone: 806-252-3194 Email: DLHR@YAHOO.COM
Applicant's Signature: Dwain Lane
Date: SEPT 15 2021 Printed Name: DWAIN LANE

Owner Information

Firm Name: _____
Owner: COROLYN LANE MUSGRAVE
Address: P.O. BOX 118 City: CARRIZO Camino State: CA.
ZIP Code: 95709 Telephone: 575-649-8941 Email: LANE.CORIE@GMAIL.COM
Property Owner's Signature: Carolyn Lane Musgrave
Date: 9/16/2021 Printed Name: COROLYN LANE MUSGRAVE

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

Use Only

Case No: 3432-A Planning and Zoning Commission Date: October 7
Request for zoning change from: Specific Use C-2/C4 To: Specific Use for an Event Center
Lots: 192 and 586 Blocks: _____
Location: Lane

For any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department at (806) 775-2108 or by e-mail at cityplanning@mylubbock.us.



Information

Agenda Item

Resolution - Business Development: Consider a resolution approving the method of assessment classification for the Willow Bend Villas Public Improvement District, and calling for a public hearing on December 7, 2021.

Item Summary

Following a public hearing at the Regular City Council Meeting on October 26, 2021, the City Council approved the creation resolution establishing the Willow Bend Villas Public Improvement District (PID). The creation resolution was recorded with the Lubbock County Clerk's office on October 28, 2021, as required by state statute.

The next step in the PID establishment process is to consider a resolution approving the classification(s) regarding the method of assessment and to call a public hearing to consider an ordinance to levy the assessment. All properties are identified as one classification with the method of assessment being based on assessed values. A proposed list of property owners, addresses, valuations, assessment rates, and assessments will be made available for review by the public in the City Secretary's office after December 7, 2021.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

RESOLUTION

WHEREAS, through Resolution 2021-R0439 the City Council of the City of Lubbock (the "Council") has authorized the creation of the Willow Bend Villas Public Improvement District (the "PID") pursuant to Chapter 372 of the Texas Local Government Code (the "Code"); and

WHEREAS, the Code requires the Council to review and approve an ongoing Service Plan (the "Plan") for the PID, with such Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the PID, and including an assessment plan for the PID; and

WHEREAS, the Code requires the Council to prepare a proposed assessment roll (the "Roll") stating the assessment against each parcel of land in the PID, with such Roll to be filed with the municipal secretary and being made available for public inspection; and

WHEREAS, based on the Roll, the Code requires the Council to apportion the cost of improvements and services to be assessed against the property within the PID on the basis of special benefits accruing to such property because of said improvements or services and to establish the methods for the assessment of the special benefits among the various classes of property within the PID; and

WHEREAS, the Code requires the Council to hold a public hearing to consider the proposed apportionment and assessment for the PID, and for the Council to require that notice of the public hearing is published in a newspaper of general circulation within the City of Lubbock, and that notice of the public hearing is mailed to owners of property liable for assessment within the PID; and **NOW, THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT city staff is hereby directed to prepare a Service Plan for the Willow Bend Villas Public Improvement District, with such Service Plan covering a period of at least five (5) years, defining the annual indebtedness, projecting the costs for improvements in the Willow Bend Villas Public Improvement District, and including an assessment plan for the Willow Bend Villas Public Improvement District.

SECTION 2: THAT city staff is hereby directed to prepare a proposed assessment roll for the Willow Bend Villas Public Improvement District stating the assessment against each parcel of land in the Willow Bend Villas Public Improvement District, with such proposed assessment roll to be filed with the municipal secretary and being made available for public inspection.

SECTION 3: THAT a public hearing is hereby scheduled at five in the evening (5:00 PM), Tuesday, December 7, 2021, in the City Council Chambers, 1314 Avenue K, Lubbock, Texas, to consider the proposed apportionment and assessment for the Willow Bend Villas Public Improvement District.

SECTION 4: THAT the notice of the aforementioned public hearing shall be published in a newspaper of general circulation in the city before the tenth (10th) day before the date of the public hearing as required by Chapter 372 of the Texas Local Government Code, with such notice containing the date, time, and place of the public hearing; the general nature of the improvements and services; the cost of the improvements and services; the boundaries of the assessment district; and, a statement that written or oral objections will be considered at the public hearing.

SECTION 5: THAT when the proposed assessment roll is filed with the municipal secretary, city staff is hereby directed to mail to the last known address of each property owner liable for assessment (as reflected on the tax rolls) a notice of the public hearing containing, at a minimum, the information contained in the published notice.

Passed by the City Council on _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Res. Willow Bend Villas Service plan and assessment creation
10.28.21